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THE

SOLICITORS' JOURNAL

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CURRENT TOPICS

More Legal Aid

THE Legal Aid Bill, which the ATTORNEY-GENERAL presented to the House of Commons just before Christmas, has two principal objects, both of which stem from one cause—the fall in the value of money since 1949. The various financial limits imposed by the 1949 Act are to be changed. The upper limit of disposable income which disqualifies for legal aid altogether is to be raised from £420 per annum to £700; no contribution will be called for where the disposable income is £250 or less, and instead of having to pay one-half of their disposable income over £156, assisted persons will be let off with one-third over £250. No contribution from capital will be required where it is £125 or less. We are particularly pleased to see that power is to be given to make changes in future by regulation. All this will result in many more people becoming eligible for legal aid and in the reduction or even extinction of the contributions of those who would be eligible even now. The lawyers have not been forgotten. The publication of the Bill is accompanied by a report from the Lord Chancellor's Advisory Committee, who recommend, among other things, that the time has come for us to be paid 90 per cent. of our taxed costs in new cases instead of 85 per cent. The Bill lays down no percentage but proposes to amend the 1949 Act by inserting after the fatal words "eighty-five per cent." the words "or such larger percentage as may be prescribed." We are not clear about the effect of the Bill on the Divorce Department. The Advisory Committee are in favour of its abolition and calculate that if their recommendations on financial changes were adopted (which, subject to a few modifications, they have been) the number of cases handled by the Department might rise to 8,000 or 9,000. The Advisory Committee make a few other points of general interest upon which we will comment in a later issue. In the meantime we welcome this Bill and look forward to the promised implementation of the remainder of the whole scheme envisaged by the 1949 Act.

Crime and Discipline

ONE party to a conversation is entitled to ask a policeman to listen to the conversation without the knowledge of the other party. It is difficult to draw any distinction in principle between ordinary conversations where the policeman is behind a screen and telephone conversations where he is listening on an extension. Tapping telephones without the consent of either party is generally regarded as being in a different category and we think that the situation is well understood. Although the most recent controversy arose

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out of a telephone conversation, the point at issue is not confined to the telephone or any other particular means of communication. The main question is how far information obtained by the police in the course of criminal investigations should be produced before disciplinary tribunals such as the Disciplinary Committee and the General Medical Council. The punishments which these tribunals can inflict are often far more devastating in their effects than those of the criminal courts. We think that the Government are right to proceed cautiously on so explosive a subject, and we are pleased that the committee which is to be set up will have very wide terms of reference. It will consider to what extent and subject to what conditions subpoenas should be issuable to secure the attendance of witnesses and the production of documents before disciplinary tribunals and, as part of that general question, how far information obtained by the police should be made available, by compulsion if necessary. There is a great deal to be said for confining compulsory and far-reaching powers to the hands of the ordinary courts.

Police and Public

THE terms of reference of the Royal Commission on the Police, of which Sir HENRY WILLINK, Q.C., is to be chairman, are wide. We believe that they should be wider, although we admit to considerable doubt about whether it would be practicable to broaden them to the full extent necessary without making the inquiry too diffuse. The melancholy truth is that over a substantial field of activity the law is out of tune with current moral outlook. That is not necessarily the fault of the existing law, although frequently it is. We are well on the way to reforming the gaming laws; there is a strong body of opinion in favour of removing some of the more absurd provisions of the licensing laws. That is all to the good, but there still remain several branches of the law with which a substantial body of opinion is out of sympathy. Many of our tax laws seem indiscriminate and unfair, and some people consider that the motoring laws leave too much discretion in the hands of the police. Policemen can do their job only when the overwhelming majority of the people are not only on their side but actively help them. When so many offences consist only in being found out, the police begin under a handicap. Modern society requires regulation and regulation requires enforcement, but the laws giving effect to such regulation ought to be clear and reasonable. Too many of our laws to-day seem to be vague and unreasonable. To inquire into much of what the police have to enforce seems to us to be a necessary preliminary to inquiring into the relationship of the police with the public, and we hope that the Royal Commission will not interpret their terms of reference too narrowly.

A "Most Exceptional" Case

A CO-RESPONDENT against whom adultery has been established may be ordered to pay the whole or any part of the costs of the proceedings and, "in the most exceptional circumstances," an order for costs may be made against a successful co-respondent. In *Howell* v. *Howell* [1953] 1 W.L.R. 1024, in divorce proceedings in which the wife asked for a decree on the ground of cruelty and the respondent husband alleged adultery by the wife with a person cited, the commissioner dismissed both petitions, but as he felt able to say that the party cited came out of the case "very badly," he ordered him, though successful, to pay £75 towards the respondent husband's costs. The Court of Appeal allowed an appeal against this order as, in the words of SOMERVELL, L.J., "it would be only in the most exceptional circumstances that such an order could be judicially made, and . . . the criticisms made by the commissioner of the co-respondent do not approach the circumstances which would justify the making of such an order." However, such an order was made in *Karney* v. *Karney*, a recent case before Mr. Commissioner EDGEDALE. The wife petitioned for divorce on the ground of cruelty. The husband denied this charge and alleged that his wife had committed adultery with a person with whom she worked, but both petitions were dismissed. Although he believed the husband to have been "wholly justified" in thinking that the man cited had committed adultery with his wife, the learned commissioner dismissed him (the man cited) from the suit, but as he took the view that the litigation would not have taken place if the wife and the person cited had not behaved as they did, the learned commissioner ordered the wife to pay three-quarters of the costs of the suit and the person cited one-quarter. Mr. Commissioner Edgedale gave leave to appeal against his decision.

In the Employers' Interests

IN *Wrenn* v. *Peter Dixon & Son, Ltd.*, a recent case at Lincolnshire Assizes, STABLE, J., considered the law relating to contributory negligence. The plaintiff, a greaser, was injured when his hand caught in the gears of a paper-making machine when he slipped from a trestle he was using to stand on to look for a fault in the machinery. His lordship was of the opinion that the defendants could quite reasonably have foreseen that such an accident might happen and he rejected the defendants' contention that the plaintiff had been guilty of contributory negligence as, in acting as he did, he was actuated by the motive of furthering the interests of his employers. The Court of Appeal arrived at a similar conclusion in *Norris* v. *Syndi Manufacturing Co., Ltd.* [1952] 2 Q.B. 135, where their lordships refused to find contributory negligence on the part of an employee who was injured because he failed to replace the fencing or guard surrounding a machine which it was his work to adjust. The injury was received while the employee was adjusting the machine and there was evidence that the replacing and removal took about five minutes and that for each adjustment the fencing might have to be replaced and removed as many as twelve times. It was obviously in the employers' interests that the adjustment should be completed before the guard was replaced. Again, in *Neil* v. *Harland & Wolff, Ltd.* (1949), 82 LL. L. Rep. 515, the Court of Appeal refused to find guilty of contributory negligence an employee who had worked on cables without removing the fuses, because he realised that his employers' works would shut down if the fuses were pulled (cf. *Ginty* v. *Belmont Building Supplies, Ltd.* [1959] 1 All E.R. 44).

Commissioners for Oaths: Fees

FROM today the fee which commissioners for oaths may charge for taking affidavits and similar declarations is increased from 2s. 6d. to 5s., and the fee for marking exhibits is raised from 1s. 6d. to 2s. This is the effect of the Commissioners for Oaths (Fees) Order, 1959, S.I. 1959 No. 2255, which was made on 23rd December to become operative on 1st January. Commissioners' fees have not been raised since 1944 when the 2s. 6d. and 1s. 6d. rates replaced those of 2s. and 1s. 4d. respectively laid down in 1921.

SLOVENLY REPLIES TO REQUISITIONS

QUESTIONS, Alice might have said if the mock turtle had been a conveyancer, are to be asked, not answered. Indeed, most of us master the art of posing irrelevant, embarrassing and unanswerable queries at a frighteningly early age, and we soon take for granted the reply evasive of the harassed grown-up. Habits acquired young die hard, but it is only the solicitor faced with the task of drafting preliminary inquiries who can really rival the gallups of the nursery.

Complaints about over-zealous inquisitors, however, are as nothing compared with the mutterings provoked in every respectable office by the careless and slovenly answers returned to vital questions.

There can be no doubt that the modern practice of using printed forms both for inquiries before contract and for requisitions has greatly aggravated the malady. The forms are comprehensive and the temptation to leave inappropriate questions standing is strong; moreover, the printed form itself commands so little respect that the vendor's solicitor turns instinctively to the end to see if any questions have been specially composed for the occasion. The stock inquiries get the stock answers.

What, however, is the harassed practitioner to do when the replies commence "We . . ."? Who cares what the vendor's solicitors know; their ignorance is well known. If a question is phrased as being to the vendor's knowledge, an answer commencing "We . . ." signed by the vendor's solicitors is at first glance of little value. Is a solicitor professionally negligent if he accepts such an answer? What is the duty of a vendor or a prospective vendor and his solicitor to the other side when answering preliminary inquiries and requisitions? Is there any distinction between requisitions which are strictly directed to the title offered and other questions? The problems come crowding to mind.

The duty to the purchaser

Perhaps it is convenient to consider first the duty the vendor and his solicitor owe to the other side. They are under no obligation to answer inquiries before contract, although a vow of silence is unlikely to produce a quick sale. This point is underlined by the old world courtesy of the heading to the inquiries which resulted in the case of *Mahon* v. *Ainscough* [1952] 1 All E.R. 337: "Approval of the draft contract for sale and purchase of the above property will be much facilitated if the vendor's solicitors will be good enough to reply to the following questions." There the Court of Appeal decided that the answers to common form inquiries before contract did not amount to warranties and that if they were untrue the purchaser could not recover damages in the absence of fraud.

In short, the vendor's only duty to the purchaser is to make no misrepresentations. Should they be made innocently, the purchaser need not enter into the contract, or, if he has already done so when the misrepresentation is discovered, he can rescind the contract at any time before completion. After conveyance, while the point is not conclusively decided, there is a considerable body of authority to the effect that rescission on the ground of innocent misrepresentation will not be allowed: see the judgment of Jenkins, L.J., in *Leaf* v. *International Galleries* (*a firm*) [1950] 2 K.B. 86 (C.A.), at p. 91. If fraud is involved, rescission and damages are both available.

When the contracts have been exchanged, a vendor is bound to answer all specific questions put to him in respect of the property which he has contracted to sell, or the title thereto, to the best of his information, unless his prima facie liability in this respect is expressly negatived by the conditions (Emmet on Title, 14th ed., vol. 1, p. 209). It is worth noting that the decision in *Re Ford & Hill* (1879), 10 Ch. D. 365 (C.A.), decides nothing more than that a vendor need not reply to a requisition made for the purpose of negativing the existence of incumbrances. The case protects the vendor's solicitors from insinuations that they have improperly omitted to abstract something material which is known to them. Again the vendor's duty is to make no misrepresentations.

"Not to our knowledge"

To return to our solicitor who, having asked: "Have the premises suffered war damage?", is staring gloomily at the reply to this preliminary inquiry; "Not to our knowledge." How is he to decide whether to let the matter rest? Supposing the vendor, in contradistinction to his solicitors, knows that the foundations have shifted; suppose the purchaser does not discover this until after completion; will the solicitor be liable for negligence if he accepts the answer without consulting his client or if he makes no further inquiries?

It is true that a standard form used contains the statement that "unless otherwise indicated replies will be assumed to be those of both solicitor and client," but the "our" in the purchaser's reply indicates that the answer is that of the vendor's solicitors.

Our harassed solicitor can, perhaps, derive some comfort from the decision of the Court of Appeal in *Simmons* v. *Pennington & Son* [1955] 1 W.L.R. 183. Premises owned by the plaintiff were subject to an obsolete covenant restricting their use to that of a private dwelling-house, but had in fact been used continuously for many years for business purposes without any complaint being made. In 1948 the plaintiff sold the premises to *B*, who paid a deposit. The property was described in the particulars of sale as "valuable and commanding freehold corner shop premises," and by a special condition of sale No. 7 it was stated that the property was sold subject to the restrictive covenants as to user contained in a deed of 1870, so far as those covenants were subsisting and capable of taking effect. Answering a requisition as to title, whether the premises were subject to restrictive covenants, the defendants, acting as solicitors for the plaintiff, replied: "Yes. See special condition 7. There appear to have been breaches of the covenant as to user but no notice of breach has been served." The purchaser *B* accepted that reply as a repudiation of the contract, being a plain and unambiguous statement that the vendor was not going to make a good title, and in action recovered his deposit from the plaintiff. The plaintiff now sued his solicitors for negligence, alleging that he had employed his solicitors to carry through the transaction, not to repudiate it, and that the repudiation was a mis-statement made with no reasonable excuse.

The test of negligence

The court, consisting of Denning, Hodson and Parker, L.JJ., found this argument attractive but had no doubt that it failed. The solicitors had acted within the

general practice of conveyancers. They answered a stock requisition in stock form and as no ill consequence had ever been known to flow from an answer in that form they were not negligent. "One has to try to put oneself," said Denning, L.J., at p. 186, "in the position of the solicitors at the time and see whether they failed to come up to a reasonable standard of care and skill such as is rightfully required of an ordinary prudent solicitor."

Applying this test to our hypothetical case, it is possible to argue that as ordinary prudent solicitors do accept the answer "Not to our knowledge" there can be no professional negligence in accepting Messrs. Subtle, Swift & Haphazard's assurance that they know of no war damage.

Further, Hodson, L.J., cited with approval a passage from *Cooke* v. *Falconer's Representatives* (1850), 13 D.I. 57, at p. 172, which would seem to place the professional man in a very secure position. "A professional man does not warrant that what he does will certainly have the effect which is expected from it . . . He warrants only that he will bestow on the matter committed to him, the skill generally possessed by his brethren in the profession. It is not enough, in order to recover damages from a professional man, to show that something which was committed to him to do, has not had the effect which was expected from it; he must show an act of gross negligence, such as could not have been committed by any ordinarily informed member of the profession." At first sight this would seem to be an end of the matter; but would this dictum excuse a professional man, if his only defence was that other members of his profession took the same calculated risk that he had taken? The answer must be in the negative, for even if he had followed the general practice of conveyancers, if the practice itself is negligent he could foresee that ill consequences might flow from his action. It is submitted that a breach of duty is still a breach of duty even if it is committed every day by 10,000 solicitors.

Taking a chance

Support for this view is to be found in the decision of Danckwerts, J., in *Goody* v. *Baring* [1956] 1 W.L.R. 448. Here a solicitor, acting for both parties, on behalf of the purchaser did not ask the vendor about the standard rents or about the recoverable rents of premises, where the rateable value showed that the Rent Acts were likely to apply. Danckwerts, J., commented (at p. 454): "I cannot help thinking that a solicitor who knew his duty, and was not hampered by acting for both vendor and purchaser, would have pursued the subject more vigorously. Of course, the vendor or his solicitors might then have replied that to the best of the vendor's information the recoverable rent was 25s. a week [the rent in fact being paid] or they might have replied that the vendor had no further information. But should then the purchaser's solicitor do nothing further in the matter? I do not believe that his duty is then completed." And further down the same page: "By accepting the insufficient information given by the vendor . . . without further questioning or inquiries in other directions, in my view the defendant failed in his duty to his client. It is, in my view, no excuse for failure that inquiries may be troublesome to make. Neglect to make the inquiries may often result in no adverse claim. But when trouble occurs it does not seem to me to be sufficient answer to say that a chance is often taken by those whose duty it is to investigate." Substituting for the words "the vendor" the words "the vendor's solicitor," this last sentence is directly in point.

As a result of this decision The Law Society took leading counsel's opinion on a number of points, among them the inquiries as to recoverable rents that should be made by a purchaser's solicitor in Rent Act cases. A note of the advice given can be found in the *Law Society's Gazette* for 1956, p. 374. In brief: where the answers to preliminary inquiries are clear, they can be accepted without liability for professional neligence, should they subsequently be proved wrong; if they are evasive further inquiries should be made.

A suggested rule

It is obviously difficult to draw a hard and fast rule, but the writer takes the view that a solicitor who, in reply to a question directed to the vendor's knowledge, accepts an answer signed by the vendor's solicitors commencing "We . . ." or "I . . . " is acting in breach of his duty to his client, unless the question is one which, it is reasonable to expect, is outside the personal knowledge of the vendor. It follows that if the purchaser suffers damage as a result, he should succeed in an action for negligence against his solicitor. In practice such answers should not be accepted by the purchaser's solicitor (Emmet on Title, 14th ed., vol. 1, p. 210).

There is no difference in principle between answers commencing "We . . . " to preliminary inquiries, and such answers to requisitions strictly directed to the title offered. There is however a practical difference. Assume in both cases that the answer amounts to an innocent misrepresentation and that this fact is not discovered until after completion: if the representation is as to the title given, the purchaser will probably be able to sue the vendor and recover damages under the covenants for title and will not wish to sue his own solicitor; in the case of preliminary inquiries the purchaser's only remedy may well be against his solicitor. The cautious practitioner, however, should be warned that in the first case there is no reason why the purchaser should sue the vendor first, for in *Pilkington* v. *Wood* [1953] 1 Ch. 770, Harman, J., held that the duty to mitigate damage did not extend so as to oblige the plaintiff to sue under the implied covenants for title; it being no part of the plaintiff's duty to embark on such litigation in order to protect the defendant solicitor from the consequences of his own negligence.

To the evasive answer, in the writer's submission, the solicitor's duty is clear. What is the remedy for the irrelevant question? Perhaps the case of the sale of a terraced house in a northern industrial town suggests the solution. The vendor's solicitor inadvertently ticked question 17*a* on the printed form asking: "Has any order, direction, notice or certificate been made or given by the Minister of Agriculture (or by any delegate of his) or by the Agricultural Land Tribunal pursuant to the Agriculture Act, 1947, the Agricultural Holdings Act, 1948, or the Agriculture Act, 1958?" He received the answer: "Yes. The tenant is farming under a supervision order and there is eel worm in the northern pastures."

J. R. M.

Wills and Bequests

Mr. JOSEPH RANN GREEN, solicitor, of Halesowen, left £13,649 net.

Mr. JOHN PEARSON HETHERINGTON, solicitor, of Wigton, left £18,957 net.

TESTS FOR INTOXICATION AND THEIR APPLICATION

By FRANCIS E. CAMPS, M.D.
Reader in Forensic Medicine in the University of London at the London Hospital Medical College

A SPEECH of the former Chief Constable of Nottingham, urging the adoption of compulsory scientific tests as a deterrent to driving under the influence of drink, brings into prominence once again the difficulties which arise in any attempt to control " the intoxicated driver."

There is no doubt that consumption of alcohol does contribute to road accidents and that the legal measures in use at present to control this are far from satisfactory. This experience is, however, not peculiar to the British Isles because similar results are noted in other countries even with the employment of compulsory examination of the blood or urine for alcohol content, followed by automatic conviction and punishment when it is found to be above a specified level. At the same time, it is most undesirable that, in enthusiasm for what appears to be one obvious explanation for some accidents, a true perspective should be lost of the many other factors which also contribute.

Medical profession should not decide if person intoxicated

The present law in this country in relation to intoxicated drivers demands that it shall be proved that a person is unfit to drive a car by reason of the effects of drink or drugs. It is a great pity that the words " drunk in charge " have crept into the context—used colloquially by many people, including doctors, lawyers and the police—because it suggests a degree of intoxication which is far in excess of that which may influence proper control of a car. Further, it is becoming realised by many people that to place the responsibility of deciding whether a person is too intoxicated to drive properly on the medical profession is quite unsatisfactory for several reasons. First, because the ordinary clinical tests used are far too " coarse " to indicate the mild stage of intoxication when a person may be in an unsuitable state to drive; secondly, because it is now well established and documented that one doctor's assessment, not only of degree of intoxication but also of the signs that he observes, may quite genuinely differ from another's; and, thirdly, because the examination of the accused person by a doctor some time afterwards does not necessarily represent his condition at the time he was alleged to have committed an offence. In this last connection, it should be pointed out that the result of the examination can deviate either in favour of or against the driver, who may show improvement or deterioration since the time of his alleged abnormal driving. An appreciation of the inadequacy of the medical opinion is shown by the practice adopted in some police Forces whereby a doctor is no longer called to examine the driver unless he requests it himself. This might prove to be a swing too far in the opposite direction, for although it is probable that most police officers are better able to decide whether anybody is behaving like an intoxicated person than medical practitioners, unfortunately they are not qualified to know when illness is the cause. In fact, it may well be that in the not too distant future, should death or permanent disability occur in the absence of a medical examination, a substantial claim for damages might ensue. The best procedure is probably that adopted by the Royal Navy in cases of suspected intoxication, when the medical officer is not allowed to express an opinion on the question of intoxication but merely certifies medical fitness.

Psychological factor

Nor is the problem as the law stands at present much nearer solution with the introduction of the evidence of the chemist, with or without exclusion of the doctor's examination, for there is always the difficulty that there may be variation in the effects of the same dose of alcohol on different individuals or for that matter on the same individual at different times. Many factors may be involved, such as whether the stomach is full of food, the kind of alcohol consumed or whether the person is tired or excited, with the added " unknown " of the psychological make-up of the individual, and its reaction to the surrounding circumstances. There is little doubt that some individuals are far from suitable to be in charge of a motor vehicle even when they have taken no alcohol. Thus any casual observer can observe them during the course of the day—leaning out and shouting imprecations or asserting their own importance by cutting in unnecessarily or showing off to their female admirers. Add a little alcohol and remove a little inhibition and the result is unpredictable.

This discussion has been based upon the generally accepted views held in the past, and has not taken into consideration the recent reports of Professor Drew which appear to show that, under well controlled experimental conditions, there is some impairment of function even with an intake of alcohol which used to be regarded as indicating complete sobriety. If his conclusions are to be accepted, then nobody should drive after taking even a small quantity of drink. Such a restriction might appear too drastic and must logically depend upon degree of impairment of function in relation to danger. At the same time there appears to be little real statistical evidence concerning the large number of people who drink and have no accidents, attention being directed to the person who has drunk and has had or nearly had an accident. In fact, although it may sound surprising, there are many people each morning who, having had a " heavy night " the night before, are driving to work with a blood alcohol figure which would, if found after they had left a public-house or a party, make it unbelievable that they were fit to drive.

Preventive approach

This somewhat confused and unsatisfactory picture at home, coupled with the fact that the results have been disappointing in several other countries, may lead to the conclusion that the " punitive approach " is not very satisfactory or even deterrent and could even lead to injustice. Consequently, the possibility of what might be called the " preventive approach " should be considered. Such is the thirty or forty m.p.h. speed limit; it is not remotely suggested that it is always dangerous to exceed this speed on a particular stretch of road, but only that, taking a general view, it may not always be safe to do so and hence it should not be done. If it is and is found out, then punishment may be administered. This is the basis of the law in certain countries where it has been decided that if a person drinks more than a specified amount as shown by the amount of

alcohol in his blood at the time and drives or is in charge of a car, he is automatically guilty. Presumably this is the scientific test to which the chief constable was referring. Different countries and States have adopted different nominal figures, the lowest being 50 mg. per cent. and the highest 150 mg. per cent. The procedure has one inherent disadvantage, which is repugnant to some people's minds, in that it demands compulsory provision of samples on demand by the police, whether it be blood, urine or breath; this means that the individual is compelled to provide evidence which may convict him. Without this power the law would, of course, be valueless. Furthermore, as a preventive, it would be of little use unless periodic check samples were taken. In some countries, where it has been accompanied by public education, it has led to a good deal of "informing" which is not always satisfactory. Whether it would be suitable for this country is a matter clearly for consideration, and this could be done in conjunction with a similar approach to bastardy cases in which compulsory blood examination is demanded in some countries.

Present position unsatisfactory

All in all, the present position is highly unsatisfactory, whether it be looked at from the point of view of the police, who desire to obtain a conviction, of the public, who desire to be safe on the road, of the lawyers, who desire justice, or of the medical practitioners, who are asked on many occasions to do the impossible. Many of the last group, realising the limitations of their clinical tests, feel that their time would be better spent in looking after the sick. In fact, although it is theoretically the only true scientific approach, compulsory samples of specimens and automatic conviction on the chemical analysis would result in the obtaining of 100 per cent. convictions by the police. This approach, however, would scarcely lead to a closer or more cordial relationship with the public, especially if, as in most countries, a conviction means automatic disqualification and usually prison as well. It should be noted too that in Denmark, even with compulsory blood examinations, it is still considered necessary for a medical examination to be carried out.

To summarise, the present procedure is for a person who is detained to be informed that it is proposed to ask a doctor to examine him. This examination he can refuse. He may also be asked to supply a sample of urine, which he can also refuse to do. He may also be allowed to be examined by a doctor of his own choice. In any event, the primary object of the medical examination is to exclude disease or injury, which requires medical knowledge. The medical examination has, however, developed also into one of diagnosis of alcoholic intoxication, which does not require medical knowledge. For various reasons which include confusion of the minds of the jury by technicalities, the medical witness has on many occasions been of assistance to defending counsel. In certain areas the medical examination on behalf of the police has been dispensed with.

Theoretically, the value of the chemical test of the blood or urine is to establish the minimum amount of alcohol circulating in the body; in practice by implication and quotation of figures to indicate likelihood of intoxication. At a certain figure it has been used on occasions as proof of intoxication. This means that unless the accused has taken a small quantity or no alcohol it is to his disadvantage to offer a sample. Further, there is considerable variation in the behaviour of different people with the same alcohol intake.

Finally, although no doubt some defendants are acquitted because of the ingenuity of their explanations, it is unwise to assume that there are not medical conditions which may so closely resemble intoxication as to deceive even doctors and more so laymen, as can be seen from the occasional reports of deaths or fatal illnesses in police station cells. Therefore, it would be unwise to assume that all acquittals on this charge are due to the ingenuity of the defence: some of the defendants may even have been innocent.

This discussion has been an attempt merely to outline the difficulties inherent in the problem and indicate the scope of the various examinations. I should like to make it clear that these are my own personal opinions and do not necessarily represent those of any committee of which I am a member.

FRUSTRATION AND THE SUEZ CLOSURE

In 1958 McNair, J., held, in a case arising out of the closing of the Suez Canal, that a contract to ship goods c.i.f. from the Sudan to Belfast, was frustrated. The basis of this decision was (*a*) that where a contract, expressly or by necessary implication, provides that performance is to be carried out in a customary manner, the performance must be carried out in a manner which is customary at the time when the performance is called for, (*b*) that in the case in question the proper route must be judged at date of performance, and (*c*) that in the circumstances the continued availability of the Suez route was a fundamental assumption at the time when the contract was made, and that to impose an obligation to ship via the Cape would be to impose an obligation which was fundamentally different. Accordingly, he held that the contract was frustrated (*Carapanayoti & Co., Ltd.* v. *E. T. Green, Ltd.* [1958] 3 W.L.R. 390).

Shortly after that decision was given Diplock, J., in a case where the facts were substantially similar, held that a contract to ship goods via the Suez Canal, closed at the material time, was not frustrated. There was however this difference: that in this case the arbitrators (the Board of Appeal of the Incorporated Oil Seed Association) found (para. 12 (iv)) that it was not an implied term of the contract that transportation should be via the Suez Canal; (v) that the contract was not frustrated by the closure of the Suez Canal; and (vi) that performance by shipping via the Cape of Good Hope was not commercially or fundamentally different from shipping via Suez (*Tsakiroglou & Co., Ltd.* v. *Noblee Thorl G.m.b.H.* [1959] 2 W.L.R. 179).

Shylock *v.* Antonio

Dealing with the issue of frustration, Diplock, J., said: "... frustration is not to be lightly held to have occurred as it puts an end to a contract independently of the volition of the parties at the time of the frustrating event, and, it may be, without either party being conscious that what has happened has snapped their contractual bonds. The case books are full of reports of cases where lay arbitrators have found contracts to be frustrated and the court has held that they were wrong. Lawyers have ever been more prone than merchants to cling to the letter of the contract; see, for example, Shylock *v.* Antonio, a case which might have been

decided on grounds of public policy but, in fact, turned on a pure question of construction. *Green's* case is one of the very few cases, if it is not unique, where trade arbitrators have found a contract not to be frustrated and the court has found that it was.... The Appeal Board's finding in para. 12 (vi) seems to me to be a vital difference . . . It makes a vital difference, of course, only if it is, or any rate includes, a finding of fact and is not a mere finding of law."

Directions to hypothetical jury

Diplock, J., then dealt with the important question whether on the finding of what Denning, L.J., would describe as "primary facts" (see *British Launderers' Research Association* v. *Hendon Borough Rating Authority* [1949] 1 K.B. 462, 471) a jury should be directed as a matter of law to find frustration, or whether there should be a further conclusion to be drawn from those facts which could as well be drawn by a layman properly instructed on the law as by a lawyer, and which was therefore a conclusion of fact for the tribunal of fact. His lordship thought that the question whether what happened put an end in a commercial sense to the commercial speculation entered into by the shipowners and the charterers was one of fact and, where it was answered, the answer is a conclusion of fact found by the jury. It was a finding of fact of the utmost relevance in answering the ultimate question of law: "Was the contract frustrated?"

On the findings in *Green's* case, which did not include a finding that performance via the Cape was not commercially or fundamentally different from performance via Suez, it was open to McNair, J., to find that the contract was frustrated, but Diplock, J., on the findings in the case stated to him, held that it was not so, subject to the usual attack which could be made on a "special verdict" by a jury.

Recent recurrence of problem

The matter has again come before the court in *Albert D. Gaon & Co.* v. *Société Interprofessionelle Des Oleagineux Fluides Alimentaires* [1959] 3 W.L.R. 622, this time before Ashworth, J. In that case the arbitrators found that "while it would have been more expensive to ship via the Cape of Good Hope than via the Suez Canal this did not make performance of the first and second contracts commercially impossible." Ashworth, J., treated this as a finding of mixed law and fact. It is not quite the same as the finding in the *Tsakiroglou* case because there the finding was that the two routes were not fundamentally different in regard to the contracts in question. Ashworth, J., regarded the facts as found as being comparable to the position in *Green's* case, so that it was left to him to draw the inference one way or the other whether performance was fundamentally different by the alternative route, and consequently whether or not there was frustration.

Ashworth, J., differed from McNair, J.'s view although the facts were substantially the same. It was accepted that the seller's obligations include an obligation to procure a contract of affreightment under which the goods will be conveyed by the usual or customary route, and that the time of performance is the time at which the customary route must be ascertained, but it was contended on behalf of the sellers that in the absence of any finding that another route became the customary route at any relevant time, then if the usual and customary route via the canal became impossible, the contracts were frustrated. Indeed at one stage it was contended that frustration occurred automatically if the customary route became impossible. But this would be so only where the usual route was the only route. Moreover, the requirement that the goods must be shipped via the usual route is a term for the benefit of the buyer, not of the seller.

Seller's position

"So far as the seller is concerned," said Ashworth, J., "his obligation is to arrange shipment from *A* to *B*, and were it not for the requirement as to a usual or customary route, he could select his own route. The fact that he can no longer select what has hitherto been the usual or customary route does not, without more, release him from the primary obligation to arrange shipment from *A* to *B*."

Coming down to the fundamental question whether performance by an alternative route would "render it a thing radically different from that which was undertaken by the contract", his lordship found on the facts that it would not. So far as the extra expense was concerned, there was a finding that that did not make performance commercially impossible. In regard to distance and character of the voyage, there may well be cases where buyers could reject the documents on the ground, for example, that the goods had been shipped by a route rendering them liable to damage or to deterioration (e.g., heat on the equatorial line) or unreasonable delay; and if that route were the only alternative to a usual or customary route which had been rendered impossible, sellers might well claim that the contract had been frustrated. But in this case the arbitrators had found that if the goods had been shipped via the Cape, the buyers could not have rejected the documents. This finding Ashworth, J., held to be a finding of mixed law and fact (which it is, of course), and his lordship drew the inference that it meant that documents covering shipment via the Cape would have complied with the contract.

The learned judge guided his decision by reference to some remarks of Lord Radcliffe in *Davis Contractors, Ltd.* v. *Fareham Urban District Council* [1956] A.C. 696, 729 ". . . it is not hardship or inconvenience or material loss itself which calls the principle of frustration into play. There must be as well such a change in the significance of the obligation that the thing undertaken would, if performed, be a different thing from that contracted for."

Conclusions

Although McNair, J., found that the contract in the case before had been frustrated, whilst on almost exactly comparable facts Ashworth, J., found no frustration, there is no real divergence of principle. It should be noted that all three cases discussed above are governed by the degree of fullness with which the arbitrators found the facts. In the case before McNair, J., the findings left him practically free to draw on his own view of whether a journey via the Cape was fundamentally different from one via Suez, and with respect his decision is one to which, Shylock *v.* Antonio notwithstanding, many lawyers would have come.

Ashworth, J., however, by virtue of the findings of fact of the tribunal of fact, had his course more clearly pointed out to him, and it happened to be a different course from that which commended itself to McNair, J. We do not know, from the report, what influenced the arbitrators to find the facts which they found, but if we did we should no doubt find the reason for the difference between the two decisions. For it lies not in any real difference of view between the two judges, but between the judge in the one case and the arbitrators and judge combined in the other.

When we look at the case which came before Diplock, J., we see that the findings of fact go the whole length that it

decided on grounds of public policy but, in fact, turned on a pure question of construction. *Green's* case is one of the very few cases, if it is not unique, where trade arbitrators have found a contract not to be frustrated and the court has found that it was. . . . The Appeal Board's finding in para. 12 (vi) seems to me to be a vital difference . . . It makes a vital difference, of course, only if it is, or any rate includes, a finding of fact and is not a mere finding of law."

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When we look at the case which came before Diplock, J., we see that the findings of fact go the whole length that it

is possible to go. The only inference left to the judge to draw from the facts is that the contract was frustrated, unless the judge is satisfied that the "verdict is perverse" or other such as can be upset by a court of law.

Fact or law?

A good deal has been said about whether frustration is a question of fact or law: for that matter a good deal has been made of the dichotomy between fact and law. There seem to be broadly three types of case: first, the case where the law is very specific in character so that a decision is purely one of fact—whether *A* did this or that; secondly, there is the case where the facts are clear and sufficiently specific so that all that remains is to settle what the rule of law is, and the answer is clear. The third class is the class of case where the law is general in character and the facts inconclusive, of which frustration is an example. A question is posed in very general terms: was performance under the altered conditions something fundamentally different? The facts show it to have a number of differences, but they do not immediately make clear whether the differences taken singly or together can properly be assessed as fundamental. Diplock, J.'s judgment shows that in this type of case a conclusion may be practically arrived at by a layman as though it were a question of fact, when we can see that inference or opinion is really partly bound up in the answers given by the jury to a specific question. The jury assess the weight of the facts and show how close they may be said to fit the rule of law. In some cases they can go so far as practically to conclude the ultimate question of law whether the rule of law applies or not.

L. W. M.

County Court Letter

THE BACKROOM BOYS

A WELL-KNOWN feature of one of the smaller county court offices used to be the frequent appearances there of an ornamental flower trough (with silver fittings) in the shape of a gondola. This highly undesirable object belonged to a certain Mrs. Murphy, who was an elderly widow with a positive genius for contracting small debts which she never paid until forced to do so. The result was a steady stream of county court summonses against her, followed in due course by judgments and, in the fullness of time, executions.

Truth to tell, Mrs. Murphy's worldly possessions were such that the bailiff would have been fully justified in marking the warrants "No goods of sufficient value to cover cost of sale," but from considerable past experience he knew that her most treasured possession was that gondola. Seizure of this, accompanied occasionally by an umbrella stand in the shape of an elephant's foot, invariably produced payment of the judgment debt within a few days. Mrs. Murphy herself took these symbolic executions in good part, and remained on the best of terms with the bailiff, who was probably about the only person that she would have trusted with her treasured possessions. She knew him; he knew her; and the result was that the creditors got their money without having any idea of the somewhat unusual form of execution that achieved that object.

It is the fashion nowadays for every organisation to have its backroom boys whose work, though often unseen, is vital to success. The county court is no exception. Though it is the activities of the judge that attract the attention of the reporters from the local paper, all his wit and all his wisdom would be of no avail if summonses were not served and judgments were not executed.

The county court bailiff is the man behind the scenes who makes the whole thing tick. Like the court itself, which is a sort of junior omnibus edition of the Queen's Bench and Chancery Courts rolled into one, sometimes with the addition of Admiralty, Probate and Bankruptcy Courts into the bargain, a bailiff is at different times the equivalent of process server, sheriff's officer, tipstaff and often usher as well. He is, and has to be, a man of considerable ability. Officially, his main qualifications are that he should be free from financial embarrassment and able to ride a bicycle (though he is not expected to take someone to Brixton on a tandem), but in fact many other characteristics are essential.

A good bailiff must be fair, yet firm; conscientious, yet considerate; adamant, yet amiable; determined, yet discreet. He must, of course, be scrupulously honest and physically fit. He must be prepared to work any hour of the day or night since often a summons or order can only be personally served after working hours. He must be patient and persistent, tolerant and tactful, resourceful and resolute. He must not be easily put off with promises not likely to be kept, or believe too readily the excuses or allegations of the persons on whose goods he seeks to execute. However unpleasant the job that he is called upon to do, and it is inevitable that he will be called upon to do such jobs on occasion, he must do it in as pleasant a way as possible. He must accept occasional physical violence as an occupational risk and remain unperturbed when accusations of every kind of malpractice from rape to embezzlement are made behind his back by unscrupulous people with whom he has come into contact. Above all, he must know human nature and be able to handle people.

Pensioned paragons

Looking at this list of virtues, one might well ask where such paragons can be found. The answer is that, though the supply is limited, most bailiffs are police pensioners. There are excellent bailiffs who come from other walks of life, but there is no doubt that, to the great credit of the Force, police training is of considerable advantage. In addition, a local policeman turned bailiff knows his area and can save a great deal of valuable time in not having to ask his way about. Rows of identical little houses bristling with identical television aerials can be very confusing to a stranger. Furthermore, he often knows individuals or families on whom he has to serve process, since it is by no means uncommon for the more difficult kind of defendant in the county court to be known to the police for other reasons.

The service of summonses now presents little difficulty. If, when he calls to effect personal service, the bailiff is unable to meet the defendant or anyone of responsible age who will undertake to give the summons to him, he has only to establish by inquiry that his quarry still lives there, and in most cases

an order for postal service will be made, though some registrars refuse to do this when the summons is for possession.

It is after judgment that trouble is apt to arise. Armed with his warrant "in the nature of a writ of fieri facias" (County Courts Act, 1959, s. 120 (2)), the bailiff must prepare to indulge in what is often a considerable battle of wits. First, he has to obtain entry. If someone opens the door to him, all is well, but if not he can only enter private premises through an open door or window (*Semayne's Case* (1604), 5 Co. Rep. 91*a*). The window most likely to be open is usually a very small one to a very small room, and since bailiffs are not usually very small people, a problem arises. If even this possibility of entry is denied him, he may have to suppress his feelings as he stands on the doorstep, warrant in hand and finger on bell button, while the person on whose goods he seeks to levy smiles benignly at him through a firmly closed window. However, he can break into a barn or place of business (*Hodder* v. *Williams* [1895] 2 Q.B. 663; *Hobson* v. *Thellusson* (1867), L.R. 2 Q.B. 642) or a dwelling-house to which goods have been removed to avoid execution (*Johnson* v. *Leigh* (1815), 6 Taunt. 246). Once inside, he can break open inner doors (*Semayne's Case, supra*), including cupboards. As will be seen, the authorities are all of considerable antiquity, and in practice breaking of any kind is rare.

Usually, once inside, the bailiff is faced with a statement that everything of value belongs to the judgment debtor's wife or is on hire purchase, both of which may well be true. He then has to decide whether to seize and await a formal claim, or to make such inquiries as he can to establish the truth or otherwise of the statement. His strictly proper course is to seize, but if a hire-purchase agreement, for instance, is produced to him, this is obviously a waste of time. Should he fail to seize, however, and as a result goods liable to seizure are removed, both he and his registrar may have to face an action for damages.

In many cases there is nothing which can be seized of sufficient value to pay the costs of sale. But where there are goods worth taking, the modern practice is for the bailiff to leave a note of the levy on the premises, and usually to take from the debtor an undertaking to allow him to re-enter whenever required, and not to part with the goods seized. Close possession is never retained nowadays. In due course, if the debt is not paid or arrangements made between the creditor and debtor, the goods are removed and sold.

Possession problems

The execution of warrants of possession is one of the bailiff's most unpleasant jobs. The popular Press often carries stories of tenants who barricade their dwellings and, by every means from passive resistance to shotguns, defy the bailiffs to eject them. In such cases the police are frequently asked to stand by in case of trouble, though they take no part in the actual eviction. A classic example of passive resistance comes to mind in the case of an old lady who lived all alone over a country branch office of an insurance company. An order for possession having been obtained against her, when the bailiffs went to execute it they found that she was bed-ridden, and her sole occupation appeared to be polishing a number of brass paraffin lamps which stood, lit and unlit, on her bed, her only means of illumination since the electricity had been cut off some years before.

Bailiffs remove furniture, but not people. The crew of an ambulance, called in support, were quite willing to move the old lady if a doctor would give a certificate. Her doctor could see no medical reason for her removal, and indeed thought that it might be psychologically undesirable, though it seemed quite possible that her bed might become her funeral pyre at any moment. Her solicitors were unable to get her to co-operate, and for a time a situation of complete stalemate obtained, to the not unnatural alarm of the landlords, the insurance company.

The service of judgment summonses has, from the bailiff's point of view, become much simpler since the County Court (Amendment No. 2) Rules of 1957. Such summonses can now be served by post, but—and here is the snag—no order for committal can be made in such a case unless (*a*) the debtor appears at the hearing, or (*b*) the judge is satisfied that the summons came to his knowledge in time for him to do so (Ord. 25, r. 39 (2)). So where a committal is required, a bailiff still has to serve the judgment debtor personally and experience has shown that it is in these cases that personal violence is most likely to occur. Similar considerations apply to the service of orders in Form 179 for attendance for examination as to means.

In and out

The cases in which committal warrants actually have to be executed are fortunately very few, but to the bailiff they are a complete headache. Not only is he away from his work for a considerable time, which he can ill afford to be, but he knows that the person committed will be got out of prison with the greatest possible speed, so that his often very considerable efforts to catch his man are rapidly negatived. His natural feeling of frustration is only partly offset by the knowledge that usually some payment in respect of the debt results.

If the execution of any warrant is not complete within one month, the bailiff has to report that fact to his registrar, who now also acts as high bailiff, and the judgment creditor is duly informed. Since the publication of the Report of the Working Party on Service and Execution in the County Court of 1956, a fortnightly return of executions is also made by bailiffs to their registrars, so that a close watch can be kept on the situation. Senior, and if a court is large enough, supervising bailiffs are also charged with ensuring that the work of bailiffs goes smoothly, and they act as reinforcements when needed. As previously stated, it is now fully realised that it is upon the bailiffs that the whole efficient working of the county court depends.

Bailiffs have been known to say that to do the job properly they need to have hearts of stone. It is true that they see much distress and meet many rogues, but one of the main things that distinguishes the good from the not so good bailiff is the ability to decide when to be tough and when human. The sympathetic approach to the Mrs. Murphys of the world produces better results than toughness ever could.

Maybe the gondola no longer makes its appearance in that county court office, but if not it will not be because it has been sold in execution, but because Mrs. Murphy has moved on to a land where bailiffs no doubt get around on wings rather than mopeds. If so, it is a pound to a pancake that she has to do without her golden harp from time to time while little matters of celestial finance are adjusted.

J. K. H.

Obituary

Mr. ALGERNON JOHN BRITTEN, solicitor, of Totland Bay, Isle of Wight, died on 8th December, aged 81. He was admitted in 1900.

CONSENTS TO MARRY

EVER since the Summary Jurisdiction Act, 1848, jurisdiction for complaints triable summarily has been to the magistrates in whose district the matter of complaint has arisen. This was a sensible rule because most such complaints were made by women against men, and it enabled them to take proceedings in the local courts at a minimum of time and expense. It worked happily until *R.* v. *Sandbach Justices* [1951] 1 K.B. 62, decided that applications under the Guardianship of Infants Acts must be heard by the court where the defendant resided as in the case of actions in the High Court and county courts. The immediate effect of this decision was seen when a woman applied to a London court for summonses against her husband, who had left her penniless and gone to live in a northern town. Happily, the court had a fund at its disposal from which it paid the woman's fare to the north, where she applied for a summons. A few weeks later the same fund paid for another journey and hotel accommodation so that the woman could attend the hearing of the summonses. Fortunately for the fund and still more for women similarly circumstanced, the Legislature set to work at once to overrule *R.* v. *Sandbach Justices*. This was done by s. 1 (1) of the Guardianship and Maintenance of Infants Act, 1951, and s. 6 of the Married Women (Maintenance) Act, 1949, but some authorities hold that it is still not quite dead. The Venerable Stone, in the ninety-first edition of his "Justices' Manual," at p. 1559, note r, says that applications for consents to marry are still governed by this unfortunate decision because "s. 3 of the Marriage Act, 1949, is in the same terms as s. 9 of the Guardianship of Infants Act, 1886." Subsection (5) of s. 3 reads: "'. . .' The court' means the High Court, the county court of the district in which any respondent resides, or a court of summary jurisdiction . . ." There is no corresponding section or subsection to this in the Act of 1886, and as "consents to marry" were taken out of the Guardianship of Infants Acts two years before *Sandbach* was decided, it is reasonable to suppose that the case would be limited to applications for guardianship. In any case the careful wording of subs. (5) of the Marriage Act clearly implies, if Parliamentary draftsmanship is to mean anything, that the restriction of residence is intended to apply to county courts and not to courts of summary jurisdiction. No doubt the Legislature assumed this when they destroyed the effect of the decision in the case of guardianship and married women complaints. If both the county courts and the magistrates' courts are prohibited from entertaining these applications unless the respondent is living within their jurisdiction, presumably they must be made to the High Court. This will always be the case where, as often happens, the infants have lost touch with their parents and have no idea where they are at present living or, indeed, whether they are still alive. The course of true love never did run smooth, but it is difficult to believe that, as s. 3 (5) is now worded, the High Court judges would tell penniless infants, already daunted at the prospect of finding the money for their conveyancing and mortgage fees, that in addition they must get together the necessary funds for a High Court action "in consent."

F. T. G.

Landlord and Tenant Notebook

ALTERNATIVE BUSINESS PREMISES

So far, the only reported case in which a landlord has opposed a Landlord and Tenant Act, 1954, Pt. II, application for a new tenancy on the ground set out in s. 30 (1) (*d*) has been the county court (Southport) case of *Lawrence* v. *Carter* (1956), 106 L.J. 269. The paragraph runs: "That the landlord has offered and is willing to provide or secure the provision of alternative accommodation for the tenant; that the terms on which the alternative accommodation is available are reasonable having regard to the terms of the current tenancy and to all other relevant circumstances; and that the accommodation and the time at which it will be available are suitable for the tenant's requirements (including the requirement to preserve goodwill) having regard to the nature and class of his business and to the situation and extent of, and facilities afforded by, the holding." The landlords wanted a small portion of the shop let to the defendant, wanting it in order to make a passage to another shop, and they offered him the rest as alternative accommodation.

One thinks at once of the wealth of authority on the interpretation of "suitable alternative accommodation" in the Rent, etc., Restrictions (Amendment) Act, 1933, s. 3 (1) (*b*). Apart from differences connected with the difference in subject-matter, however, there is a difference of approach: a landlord can satisfy the requirement of that paragraph without being willing to provide or secure the provision of alternative accommodation himself. In practice, no doubt, he generally does so; but it has been said, though not actually held, that "if the tenant sought to be evicted had a house of his own to which he could go, and to which it was reasonable that he should go, but which happened, owing to its rateable value, to be outside the application of the Acts, it would clearly not be within s. 3 (3), but it is difficult to believe that the court would be precluded from considering it as alternative accommodation": Somervell, L.J., in *Barnard* v. *Towers* [1953] 2 All E.R. 877. The landlord in that case was, however, held to have failed because the tenant was only joint owner of the alleged alternative accommodation, a house in Mayfair, and would not therefore have the security of tenure called for by s. 3 (3) (*b*).

Another difference is that the question whether it is reasonable to make an order for possession, which can arise even when the alternative accommodation is shown to be suitable—*Warren* v. *Austen* [1947] 2 All E.R. 185 (C.A.)—has no counterpart in the business tenancy code (though it had under the repealed Landlord and Tenant Act, 1927, s. 5 (2)).

Other premises

The repealed 1927 Act provisions, when dealing with bars to claims for compensation for loss of goodwill and thus to claims for new leases, spoke of a landlord's willingness

to grant the tenant a lease of *other* premises. It was the change of language which troubled the court in *Lawrence* v. *Carter*, in which, as mentioned, a landlord opposed an application on the s. 30 (1) (*d*) ground, but on the strength of willingness to let the applicant the same premises—a shop—less a small portion thereof. The judge was satisfied that the tenant's apprehensions of loss were ill-founded; but was he entitled to treat the subject-matter of the offer as *alternative* accommodation?

Holding that he was, his honour reasoned as follows: (i) "alternative accommodation" is not defined in the Act or in any other enactment; (ii) there is Rent Act authority to show that for the purposes of that legislation it may be part of the premises at present held; (iii) the Landlord and Tenant Act, 1927 (s. 5), spoke of "other premises," not of alternative accommodation; (iv) the change meant that the Rent Act meaning was now to be applied.

The first point must, of course, be read against the background of the case; what was meant was that there was nothing to show whether "alternative" necessarily meant "other." Both the Landlord and Tenant Act, 1954, Pt. II, and the Rent, etc., Restrictions (Amendment) Act, 1933, s. 3, have a good deal to say about what will and what will not satisfy the requirement.

Rent Act cases

Thompson v. *Rolls* [1926] 2 K.B. 426, is generally regarded as the leading case showing that part of the premises claimed can satisfy the requirement (then to be found in the Rent, etc., Restrictions Act, 1923, s. 4 (1) (*d*)). The plaintiff landlord wanted two rooms out of the seven and offered the defendant tenant the other five, at a reasonable rent. Roche, J., summarised the position tersely: "The defendant says, in effect, 'You can't have the two rooms. I put it upon you to ask for the seven so that I can show that you do not require them.' The plaintiff's answer is: 'If I cannot have the two without getting the seven, then I reasonably require the seven in order to get the two'." The decision was followed in *Thomas* v. *Evans & Co.* [1927] 1K.B.33, the Divisional Court allowing an appeal from a county court, where the judge had considered that he could not regard accommodation already occupied as "alternative" accommodation. The logic of this reasoning was again attacked when the Court of Appeal followed *Thompson* v. *Rolls* in *Parmee* v. *Mitchell* [1950] 2 K.B. 199 (C.A.): it was pointed out that as the tenant was, in law, in possession of the whole house the alternative accommodation was not simply the identical premises of which the tenant was in possession.

The last-mentioned decision does not appear to have been among those cited to the county court judge in *Lawrence* v. *Carter*; if it had, he might not have made the point that the change from "other premises" to "alternative accommodation" was made with the deliberate intention of allowing a landlord to rely on part of the demised premises as alternative accommodation.

A Singapore case

Support was to be found for the plaintiff's case in *Singh* v. *Malayan Theatres, Ltd.* [1953] A.C. 632, in which, for the purposes of satisfying the requirements of the Control of Rent Ordinance, 1947, of the then colony of Singapore, landlords sought to show that "suitable alternative accommodation" was or would be available to tenants of a theatre. The tenants had some seven or eight other theatres in Singapore and the judge of first instance held that there was suitable alternative accommodation in one of those others. (The Ordinance did not oblige a landlord to provide or secure the accommodation.) The High Court of Appeal reversed this decision, and was upheld by the Judicial Committee.

The essential difference between Rent Act requirements and business tenancy protection requirements is brought out by the statement: "The High Court of Appeal . . . were of opinion that alternative accommodation meant accommodation suitable for the carrying on of the business which had been displaced." This interpretation was approved by the Judicial Committee: there must, as Lord Porter put it, be shown to be alternative accommodation for the business carried on on those premises [i.e., the premises claimed], not simply accommodation for carrying on the business of the statutory tenant in some different and diminished way by some kind of rearrangement in the mode of its conduct.

R. B.

HERE AND THERE

"SELF-EVIDENT"

After its preamble invoking "the Law of Nature and of Nature's God," the Declaration of Independence of the United States of America promulgated on 4th July, 1776, continued: "We hold these truths to be self-evident . . ." and then proceeded to enumerate the dogmas on which the nation was founded. As human beings became more fog-minded and settled down to acting merely empirically, "dogma" became a rude word and, I think, still is. But "dogma," according to my dictionary, means the "form in which truth is apprehended," and what is wrong with apprehending truth? If we consult a signpost and take a particular road we are acting on the dogma which it uncompromisingly proclaims that that way will lead us to Birmingham in seventeen miles. If we swallow the medicine which our doctor directs, we are accepting the dogma which he propounds that it will diminish our ailment and not aggravate it. To act supposedly without dogma is simply to be too lazy to formulate your own basic assumptions about life or the matter in hand. An enormous amount of time is constantly wasted in discussing courses of action when the whole thing would be instantly clear if the parties would only define their own unspoken assumptions. In our very largest new schemes, the basic assumptions behind them are constantly left curiously obscure.

PLANNERS' JOY

After the war all England was supposed to be going wild after Planning, especially town and country planning. At any rate, the planners were going wild, and in their prospectus they presented to us the image of a landscape perfectly co-ordinated, with heavy industry here and light industry there, bright, beautiful "architect-designed" dwellings in this spot and convenient hygienic shopping centres in that. Girdling and embracing the whole would be "green belts" and "national parks" and within the perfectly fitting frame

a gay, exulting, gentle race would lead full, rich lives in peace, plenty and harmony. Well, on this prospectus the planners and their understrappers were duly given plenary powers and have for many years wielded them. Whence then comes the rising tide of architectural chaos and visual squalor which is steadily creeping over the face of England and threatening to engulf it in one vast Subtopia? There seems to be some doubt about the origins of the expression "Subtopia." One writer (who ought to know better) has suggested that it is a compliment meaning something a little less perfect than Utopia, in the same way as the psalmist speaks of man as a little lower than the angels, but in its origins it was a term of descriptive abuse, a composite of suburban and Utopian, indicating the idealisation of a mediocrity spawned on the fringes of urban civilisation. Just so the savage irony of the phrase "brave new world" is totally lost on those who have never opened the book to which Aldous Huxley gave that title.

BASIC ASSUMPTIONS

If the subtopians and those planners who are their powerful allies would only state their basic assumptions we would all know precisely where we are, and not by any means all of us would enjoy the sensation. But they do not state it because, as a Law Officer of the Crown once said privately in defence of an obscurely worded Parliamentary Bill: "To be intelligible is to be found out, but to be found out is to be defeated." If those basic assumptions were stated they would run something like this: Anything which is new is essentially and *per se* better than anything which is old. (It is as easy as that and there is no need to exercise either judgment or taste.) Similarly, anything which is big is essentially better than anything which is small. Whatever is faster is essentially better than whatever is slower. The only proper end of human action is to produce the maximum degree of physical ease with the minimum of effort; all else is negligible. If these are indeed the underlying assumptions of our way of life, its religion, if you like, in the sense of the thing which binds it together, then all we have to do is to march bravely forward to the inevitable end. It had better be bravely, for the end will be hard to bear—cliff dwelling offices and flats; sprawling housing estates and New Towns over which broods the perpetual boredom of individuals with nothing to strive for and nothing to achieve; boredom breeding juvenile delinquency and adult crime; motorways and car parks and airfields and nuclear sites everywhere eating like a cancer into the earth so that, though one may move with the speed of lightning, there is no point in moving at all, because every place is just like every other place—either an indiscriminate jumble of new and old with the new making the old look faded and the old making the new look vulgar, or a technologist's dream world in which the inhabitants of the little houses stretching limitlessly to a featureless horizon must serve the machines or perish—but, of course, we will be given in return an extremely comfortable and hygienic time.

RICHARD ROE.

IN WESTMINSTER AND WHITEHALL

ROYAL ASSENT

The following Bills received the Royal Assent on 17th December, 1959:—

Aberdeen Harbour Order Confirmation.
Atomic Energy Authority.
Clyde Navigation Order Confirmation.
Commonwealth Scholarships.
Expiring Laws Continuance.
Judicial Pensions.
Lord High Commissioner (Church of Scotland).
Marshall Scholarships.
Mr. Speaker Morrison's Retirement.
Post Office and Telegraph (Money).
Sea Fish Industry.

HOUSE OF LORDS

PROGRESS OF BILLS

Read First Time:—

Road Traffic Bill [H.L.] [16th December.

To consolidate, with corrections and improvements made under the Consolidation of Enactments (Procedure) Act, 1949, certain enactments relating to road traffic.

Read Second Time:—

Matrimonial Proceedings (Magistrates' Courts) Bill [H.L.] [16th December.

Read Third Time:—

Water Officers Compensation Bill [H.L.] [15th December.

HOUSE OF COMMONS

PROGRESS OF BILLS

Read First Time:—

Cyprus Bill [H.C.] [16th December.

To make provision for, and in connection with, the establishment of an independent republic in Cyprus.

Legal Aid Bill [H.C.] [17th December.

To relax the financial conditions for legal aid under Pt. I of the Legal Aid and Advice Act, 1949, and under the Legal Aid (Scotland) Act, 1949, by altering the limits on disposable income and disposable capital, and the maximum amount of the contribution to the legal aid fund, to make further provision for the remuneration of counsel and solicitors in connection with such legal aid or with applications for it, and to explain references in those Acts to payment and the like.

Mental Health (Scotland) Bill [H.C.] [17th December.

To repeal the Lunacy (Scotland) Acts, 1857 to 1913, and the Mental Deficiency (Scotland) Acts, 1913 and 1940; to make fresh provision with respect to the reception, care and treatment of persons suffering, or appearing to be suffering, from mental disorders, and with respect to their property and affairs; and for purposes connected with the matters aforesaid.

Payment of Wages Bill [H.C.] [15th December.

To remove certain restrictions imposed by the Truck Acts, 1831 to 1940, and other enactments, with respect to the payment of wages; and for purposes connected therewith.

Traffic Control (Temporary Provisions) Bill [H.C.] [16th December.

To make provision for the better control of traffic in England and Wales; and for purposes connected therewith.

Read Second Time:—

Air Corporations Bill [H.C.] [15th December.
Highlands and Islands Shipping Services Bill [H.C.] [16th December.

STATUTORY INSTRUMENTS

Agriculture (Lifting of Heavy Weights) Regulations, 1959. (S.I. 1959 No. 2120.) 5d.
Aliens (Approved Ports) Order, 1959. (S.I. 1959 No. 2108.) 5d.
Exeter-Launceston-Bodmin Trunk Road (Launceston By-Pass) Order, 1959. (S.I. 1959 No. 2098.) 5d.

REGISTER OF
AUCTIONEERS, VALUERS, SURVEYORS, LAND AND ESTATE AGENTS

LONDON

CITY OF LONDON

BRIGHTWELL & MADDOCK, 29 Ludgate Hill, E.C.4. Tel. CITy 1962/6781.

CHAMBERLAIN & WILLOWS, 23 Moorgate and 58 Coleman Street, E.C.2. Tel. METropolitan 8001/8.

DEBENHAM, TEWSON & CHINNOCKS, 8 Telegraph Street, Moorgate, E.C.2. Tel. Monarch 5962 (Private branch exchange).

DOUGLAS YOUNG & CO., 12 Coleman Street, E.C.2. Est. 1868. Tel. MON 9378 and at Clapham, S.W.9.

DRON & WRIGHT, 17 Coleman Street, Moorgate, E.C.2. Tel. MONarch 6946 (PBX).

GOOCH & WAGSTAFF, Chartered Surveyors, 3 & 4 Old Jewry, E.C.2. Tel. Metropolitan 9444.

HICKLENTON & PHILLIPS, Specialists in Valuation of Jewels and Silver for probate or purchase, 90 Cheapside, E.C.2. METropolitan 8441.

HORNE & CO. (Founded 1795), Chartered Surveyors, Chartered Auctioneers and Estate Agents, 9 Ironmonger Lane, E.C.2. METropolitan 8105 (3 lines).

KING & CO., Chartered Surveyors, Factory Valuers and Agents, 71 Bishopsgate, E.C.2. Tel. LONdon Wall 7201 (5 lines). See also North London.

MARK LIELL & SON, Chartered Surveyors, 9-13 Crutched Friars, E.C.3. Telephone ROYal 5454. And East London.

MATTHEWS & GOODMAN, Chartered Surveyors, 35 Bucklersbury, E.C.4. Tel. CITy 5627.

MOORE, C. C. & T., Chartered Surveyors, 13 Lime Street, E.C.3 (Established 1820). Tel. MAN 0335/7.

RICHARD ELLIS & SON, Chartered Surveyors, 165 Fenchurch Street, E.C.3. Est. 1773. Tel. MINcing Lane 4272.

ST. QUINTIN, SON & STANLEY, Chartered Surveyors, 149 Leadenhall Street, E.C.3. Est. 1830. Tel. AVEnue 6055.

TOPLIS & HARDING & FINDLAY, 13/14 Union Court, Old Broad Street, E.C.2. Tel. LONdon Wall 7071.

NORTH LONDON

ALFRED SLINN & CO. (Est. 1889), Muswell Hill Broadway, N.10. Tel. TUD 0091 (5 lines).

BARBER & MOORE, F.A.L.P.A., 26 Stoke Newington Road, N.16. Tel. CLissold 2143/4.

BATTY & STEVENS, 269 Archway Road, Highgate, N.6. Tel. MOU 3424-5. Also at Muswell Hill, Finchley and Barnet, Herts.

KING & CO., Chartered Surveyors, 725 Green Lanes, N.21. Tel. LABurnum 1137 (4 lines). See also City of London.

J. MAUNDER TAYLOR, Chartered Surveyor, Chartered Auctioneer and Estate Agent. 1318 High Road, N.20. Tel. HILside 2377/7217.

NEWBON & SHEPHARD, Auctioneers, Surveyors and Estate Agents, 274/5 Upper Street, Islington, N.1. Tel. Canonbury 1800.

PERRY & SEYMOUR, Surveyors, Valuers and Estate Agents, 6 Stoke Newington Road, N.16. Tel. CLissold 6611/2.

H. PUTT & SONS, Chartered Surveyors, 580 Green Lanes, London, N.8. Tel. STA 3750. Valuations for Probate and Compulsory Acquisition. Urban Estate Managers.

STURT & TIVENDALE, F.R.I.C.S., F.A.I., 1261 High Road, Whetstone, N.20. HIL 3331/2 and at Highgate, N.6, and Muswell Hill, N.10.

WARD, SAUNDERS & CO., 298/299 Upper Street, Islington, N.1. Tel. Can 2487/8/9.

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H. EDELMAN & CO., F.A.I., Chartered Auctioneers and Estate Agents, Surveyors, Valuers, 172 Clapton Common, E.5. STA 0036.

WM. STEVENS & SON, 5 Dalston Lane, E.8. Auctioneers and Surveyors. Est. 1869. Tel. Clissold 1802. Also at Brondesbury, N.W.6, and Edgware.

NORTH-WEST LONDON

ANDREWS, PHILIP & CO., F.R.I.C.S., Chartered Surveyors, 275 Willesden Lane, N.W.2. Tel. WILlesden 2236/7.

ANSCOMBE & RINGLAND. G. B. Slater, W. Andrews, J. G. Slater; Chartered Surveyors, 8 Wellington Road, N.W.8. Tel. PRI 7116.

BENNETT & CO., Surveyors, Valuers, Auctioneers, 167 Cricklewood Broadway, N.W.2. Tel. GLAdstone 6666 and 7871 (6 lines).

NORTH-WEST LONDON (*continued*)

CAMERONS, F.A.I. (Est. 1908), 90 Walm Lane, N.W.2. Tel. WIL 0091.

T. B. WESTACOTT & SONS, Surveyors, Valuers and Auctioneers, 74 Camden Road, N.W.1. Tel. GULliver 3331/2. And at Strand. Tel. TEMple Bar 8525.

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EASTMAN BROS., Estate Agents & Valuers, 280 Kirkdale, S.E.26. Tel. SYD 6601.

EDWIN HILL & PARTNERS, Chartered Surveyors, 22 Borough High Street, London Bridge, S.E.1.

FURLONG (H. J.) & SONS, Surveyors, Auctioneers and Valuers, 1 Woolwich New Road, Woolwich, S.E.18. Tel. 1467/8. And at Eltham, S.E.9, and branches.

HUMPHREYS, SKITT & CO. (Est. 1793), 205 Greenwich High Road, S.E.10. GRE 1102/3.

LANG, ROBERT J., LTD. (R. D. Lang, F.R.I.C.S., F.A.I., (J. H. Peroux, F.A.L.P.A.), Auctioneers and Surveyors, 8 Thomas Street, Woolwich, S.E.18. WOO 6787/8/9. 1 Central Parade, Catford, S.E.6. HIT 6367/8. Est. 1907.

NOYS & HOWES, F.A.L.P.A., 4 Sydenham Road, S.E.26, and 137 Anerley Road, S.E.20. Tel. Syd 5173, 6293 and 4742.

PEARSONS, Chartered Surveyors, 189/191 Stanstead Road, Forest Hill, S.E.23. Tel. FOR 1133/6.

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C. H. & J. W. WILLMOTT (Est. 1856), Auctioneers, Surveyors & Valuers, 273 Scovell Road, S.E.1. HOP 1782.

SOUTH-WEST LONDON

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ANLEY & CO., Auctioneers and Surveyors, 853 Fulham Road, S.W.6. REN 2383/5.

GEORGE BELBIN & CO., Chartered Surveyors and Valuers, 1 Knightsbridge Green, S.W.1. Tel. KNightsbridge 8846/8.

CALLOW & CO. (Estab. 1845), 1 Leigham Court Road, Streatham, S.W.16. Tel. STR 0185/6 & STR 5252.

EDWIN EVANS & SONS (Est. 1880), Chartered Surveyors, Valuers, Auctioneers and Estate Agents, 251 & 253 Lavender Hill, Clapham Junction, S.W.11. Tel. BAT 0051 (4 lines). And at Morden, Surrey. Tel. MIT 2281.

FINCH & CO., F.R.I.C.S., F.A.I., 187 Kingston Road, Wimbledon. Tel. LIB 3345. And Clapham, S.W.4.

W. HALLETT & CO. (Est. 1869), Surveyors, Valuers and Estate Managers (L. J. Nixon, A.R.I.C.S., Chartered Surveyor, A. R. Nixon, A.A.L.P.A.), 6 Royal Parade, Kew Gardens, Richmond. Tel. RIChmond 1034 and 5950.

C. ERNEST MANEY, F.A.I., F.V.I., 1 Cavendish Parade, South Side, Clapham, S.W.4. Tul. 4414.

RAYNERS, Property Managers, 30 & 234 Upper Richmond Road, Putney, S.W.15. Tel. VANdyke 3166/4242.

TAYLOR, A. W., & CO., Chartered Surveyors, Valuers, Auctioneers and Estate Agents, 159 Putney High Street, S.W.15. Tel. Putney 0034 (3 lines). Est. 1883.

WATSON & EWEN (Est. 1896), 366 Streatham High Road, S.W.16 (F.R.I.C.S., F.A.I.). Tel. Streatham 0232 and 4788.

WILLIAM WILLETT, LTD., Auctioneers and Estate Agents, Sloane Square, S.W.1. Tel. Sloane 8141. Also at 146 Gloucester Road, S.W.7. Tel. Frobisher 2238.

HAROLD WILLIAMS & PARTNERS, Chartered Surveyors, Valuers, Chartered Auctioneers and Estate Agents, 70 Victoria Street, S.W.1. Tel. Victoria 2893. And at 80 High Street, Croydon. Tel. Croydon 1931.

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H. J. BLISS & SONS (Est. 1816), 162/4 Bethnal Green Road, E.2. Tel. BIS 4818/9.

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MOORE, C. C. & T., Chartered Surveyors, 33 Mile End Road, E.1. City Office, 13 Lime Street, E.C.3. Tel. MAN 0335/7.

C. C. TAYLOR & SON, Auctioneers, Surveyors & Estate Managers. Est. 130 years. 232 Whitechapel Rd., E.1. Tel. BIS 7379.

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E. A. SHAW & PARTNERS (Est. 1899), Surveyors and Valuers, 19 and 20 Bow Street, W.C.2. Tel. COV 2255.

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DOUGLAS KERSHAW & CO., Chartered Auctioneers and Estate Agents, Valuers. 12 Hanover Street, W.1. Tel. MAYfair 4928/9.

DOUGLAS YOUNG & CO., 1 Dover Street, W.1. Tel. HYD 6441 and at E.C.2.

DRIVERS, JONAS & CO., Chartered Surveyors, Land Agents and Auctioneers, 7 Charles II Street, St. James's Square, S.W.1. Tel. TRAfalgar 4744.

FOLKARD & HAYWARD, 115 Baker Street, W.1. Tel. WELbeck 8181.

HERRING, SON & DAW (incorporating Arthur F. Bourdas), Rating Surveyors, Valuers and Town Planning Consultants, 23 St. James's Square, S.W.1. Tel. TRAfalgar 4121.

MAPLE & CO., LTD., Estate Offices, 5 Grafton Street, Bond Street, W.1. Tel. HYDe Park 4685.

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BEALE & CAPPS, Chartered Auctioneers, Surveyors, Valuers, 126 Ladbroke Grove, W.10. Tel. PAR 5671.

CHESTERTON & SONS, Chartered Surveyors, Auctioneers and Estate Agents, 116 Kensington High Street, W.8. Tel. Western 1234.

COLE, HICKS & CHILVERS, Surveyors, etc., Helena Chambers, 42 The Broadway, Ealing, W.5. Tel. Eal 4014/5.

COOKES & BURRELL, Chartered Auctioneers and Estate Agents, Surveyors and Valuers, West Kensington, W.14. Tel. FULham 7665/6.

DUNPHY & SON (Herbert W.), Chartered Auctioneers, 162 Goldhawk Road, W.12. Tel. SHE 2224/6.

FARNHAM & COIGLEY, Chartered Surveyors & Estate Agents, 9 Kensington Church Street, W.8. Tel. WESTern 0042.

FLOOD & SONS, Chartered Auctioneers and Estate Agents, 8 Westbourne Grove, W.2. Tel. BAY 0803.

TIPPING & CO., Surveyors, Estate Agents and Valuers, 56 Queensway, W.2. Tel. BAY 6686 (4 lines).

GEO. WESTON, F.A.I., Auctioneers, Estate Agents, Valuers, Surveyors, 10 Sutherland Avenue, Paddington, W.9. Tel. Cun 7217 (5 lines).

C. H. & J. W. WILLMOTT (Est. 1856), Auctioneers, Surveyors & Valuers, 65 Goldhawk Road, W.12. SHE 4444.

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Barnes, East Sheen and Roehampton.—RODNEY SCOTT & CO. (F. G. Porter, F.A.I.), 121 Church Road, Barnes, S.W.13. RIV 3416/7183. And East Sheen.

Battersea, Clapham Junction, Tooting, Southfields.—RAYNERS (Neville Rayner, J.P., F.V.I., F.R.V.A.; L. S. E. Pegler, A.R.I.C.S., A.A.I.), 205 Lavender Hill, S.W.11. Tel. BATtersea 8686. Four Offices.

Blackheath and Sidcup.—DYER, SON & CREASEY, Chartered Surveyors, 22 Tranquil Vale, S.E.3, and 111 Station Road, Sidcup.

Brentford (for West London and West Middlesex).—LITTINEY, MATTHEWS & CO. (C. A. Naylor, F.A.I., F.A.L.P.A., F.V.I.), Chartered Auctioneers and Estate Agents, Valuers, 112 High Street, Brentford. Tel. ISLeworth 5277/8.

Chiswick and Bedford Park.—TYSER, GREENWOOD & CO., 386 High Road. H. Norman Harding, F.R.I.C.S., F.A.I., Ernest J. Griffen, F.A.I., G. S. Bradley, F.A.I. Est. 1873. Tel. Chiswick 7022/3/4.

Ealing, Ealing Common and District.—JONES & CO. F.A.I., Chartered Auctioneers and Estate Agents, adj. Ealing Common Station, W.5. Tel. ACO 5006 (3 lines).

Ealing, Hanwell and District.—P. CHASE GARDENER AND CO., Auctioneers, Surveyors, Valuers and Estate Agents, 87 Uxbridge Road, Hanwell, W.7. Tel. EALing 1918.

East Ham.—HAMLETTS' (LEWIS J. HAMLETT, F.R.I.C.S.), 764 Barking Road, Plaistow, E.13, Surveyors and Estate Agents. Est. 1893. Tel. Grangewood 0546.

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East Sheen, Barnes and Richmond.—C. & E. Melville (John A. Knowlton, F.R.I.C.S.), 233 Upper Richmond Road West, East Sheen, S.W.14. Tel. PROspect 1021/2/3.

Edgware.—E. J. T. NEAL, F.R.I.C.S., F.A.I., 39 Station Road. Tel. EDG 0123/4.

Finchley.—E. C. LLOYD, 336 Regents Park Road, N.3. Tel. Finchley 6246/7.

Finchley and Barnet.—SPARROW & SON, Auctioneers, Surveyors and Valuers, 315 Ballards Lane, N.12. Est. 1874. Tel. HIL 5252/3.

Hammersmith.—MORTON & WATERS, 310 King Street. Valuations, Survey. Estates Managed. Tel. Riverside 1080 and 4567.

Fluorine in Food Regulations, 1959. (S.I. 1959 No. 2106.) 5d.
Hartlepools Water Order, 1959. (S.I. 1959 No. 2115.) 5d.
National Insurance (Non-Participation—Appeals and References) Regulations, 1959. (S.I. 1959 No. 2119.) 5d.
Parking Places Orders, 1959 :—
St. Marylebone (No. 1, 1959) (Amendment). (S.I. 1959 No. 2102.) 5d.
St. Marylebone (No. 1, 1959) (Amendment No. 2). (S.I. 1959 No. 2103.) 5d.
Westminster (No. 1). (S.I. 1959 No. 2104.) 1s. 11d.
Westminster (No. 1, 1958) (Amendment). (S.I. 1959 No. 2105.) 5d.
Stevenage By-Pass Connecting Roads Special Roads Scheme, 1959. (S.I. 1959 No. 2084.) 5d.
Stopping up of Highways Orders, 1959 :—
County of Essex (No. 19). (S.I. 1959 No. 2082.) 5d.
City and County Borough of Liverpool (No. 9). (S.I. 1959 No. 2095.) 5d.
County of Middlesex (No. 10). (S.I. 1959 No. 2083.) 5d.
County of Nottingham (No. 2). (S.I. 1959 No. 2093.) 5d.
County of Nottingham (No. 5). (S.I. 1959 No. 2094.) 5d.
County of York, West Riding (No. 12). (S.I. 1959 No. 2096.) 5d.
County of York, West Riding (No. 19). (S.I. 1959 No. 2097.) 5d.
County of York, West Riding (No. 23). (S.I. 1959 No. 2089.) 5d.
Telegraph (British Commonwealth and Foreign Written Press Telegram) Regulations, 1959. (S.I. 1959 No. 2100.) 6d.
Telegraph (British Commonwealth and Foreign Written Telegram) Regulations, 1959. (S.I. 1959 No. 2099.) 1s. 1d.
Town and Country Planning (County Borough of West Ham) Development Order, 1959. (S.I. 1959 No. 2131.) 6d.
Wages Regulation Orders, 1959 :—
Aerated Waters (Scotland). (S.I. 1959 No. 2092.) 5d.
Corset. (S.I. 1959 No. 2090.) 7d.
Lace Finishing (Holidays). (S.I. 1959 No. 2091.) 6d.
Retail Drapery, Outfitting and Footwear (No. 2). (S.I. 1959 No. 2079.) 1s.

SELECTED APPOINTED DAYS

1960
January

1st
County Court Districts (Miscellaneous) Order, 1959. (S.I. 1959 No. 1992.)
County Court Funds (Amendment) Rules, 1959. (S.I. 1959 No. 2063.)
Highways Act, 1959.
Licensing (Scotland) Act, 1959.
Rules of the Supreme Court (No. 3). (S.I. 1959 No. 1958.)
Tithe (Amendment) Rules, 1959. (S.I. 1959 No. 1984.)

CORRESPONDENCE

[The views expressed by our correspondents are not necessarily those of " The Solicitors' Journal "]

A Will of One's Own

Sir,—Having now had time to digest your recent precedent for a " Will of One's Own," we consider the ideas eminently sensible.

Having tried out such a will on a chartered accountant client in the City, he admitted that this was the first time he had thoroughly understood a will.

We sincerely hope that a volume of precedents for such wills may soon become available—it need not in fact contain more than about ten pages !

FINCH, TURNER & TAYLER.

Northwood,
Middlesex.

Professional Executors

Sir,—In both his series, Mr. Lawton has clearly favoured the appointment of solicitors and accountants as executors. I think most solicitors are equally in favour, and it is now quite common among testators of the family business class.

What are the duties of a professional executor who is thereby a director of, or substantial holder of shares in, a small company ? How much interest should he take ? Suppose the controller of a small foundry, mindful of the words of the Master of the Rolls in *Barclays Bank, Ltd.* v. *Inland Revenue Commissioners* [1959] 2 W.L.R. 99 (quoted in the final paragraph of " Control of the Company Again " in the issue of 27th November), transfers his majority shareholding to trustees including himself, but placing his solicitor first on the register. Suppose further that at some stage the solicitor realises that the former controller, in his capacity of so called " technical adviser," may be proceeding contrary to the best interests of the beneficiaries of the trust. What is the position of the solicitor-trustee ? How far should he concern himself with the intricacies of a foundry ? How about the solicitor-director-trustee of, say, an agricultural fertiliser company (other than " Highfield ") ? In short, how far should the solicitor, trustee or director concern himself with the technical side of the company ? Is it enough merely to wait until something has obviously gone wrong ? Perhaps Mr. Lawton could give his views.

W. D. PARK.

Milnthorpe,
Westmorland.

[*Mr. Lawton writes :* A solicitor or accountant is often appointed director of a company of whose business he has no technical knowledge. He is appointed because his general business experience will be useful to the company. The position of a professional trustee who becomes a director as a result of the trust shareholding seems to me to be similar. His duty is primarily to the shareholders as a whole, but if the trust comprises a substantial part of the shares there is unlikely to be any conflict of duty. I think that the trustee must apply such skill and knowledge as he possesses, and must take ordinary care by insisting on regular board meetings and the providing of any information he requires. I do not feel that it is his duty to make himself familiar with the technical side of the business. If he suspects things are going wrong he should take independent expert advice, and if necessary insist on an investigation.

A professional trustee who is merely a shareholder is in a different position. His opportunities for keeping in touch with the business are limited, but he should avail himself of what rights he has, e.g., he should carefully peruse the annual accounts, ask for any explanations he requires and satisfy himself that the dividend policy of the company is reasonable. If the co-trustee is a director, the professional trustee is no doubt entitled to discuss the policy of the company with him, and if there were a serious difference of view as to the interests of the beneficiaries, the professional trustee would have to apply to the court, without regard to the fact that his co-trustee was the settlor, and formerly the controller of the company.

But no dabbling in fertilisers !]

Registration of Title to Motor Cars ?

Sir,—We have read with interest the letter from Messrs. Wallen & Jenkins in your issue of 18th December. We quite agree with all they say. In our opinion, any such proposed system should be extended to all forms of motor vehicles, both trade and private, including motor cycles and scooters and the like, because, particularly in the latter, we have found the incidence of frauds mentioned by Messrs. Wallen & Jenkins as frequent as with motor cars, if not more so. It is very small consolation to the purchaser that the vendor who has sold the car or motor cycle the subject of a hire-purchase agreement is prosecuted, and either goes to prison or is fined. This does not get the purchaser's money back. In one case we have heard of

recently, even an insurance company was defrauded in this way, when the car in question was completely written off in a crash.

The only snag to the idea seems to us that it would have to be "sold" to the motor trade, because if the public suspected that our profession were setting this on foot, notwithstanding that it was for their benefit, they would probably feel that we were doing it for our own benefit, in that conveyancing of motor cars would become the general rule as it is with land, with the resultant benefit to ourselves. We do not feel that Messrs. Wallen & Jenkins have this in mind in their suggestion, but it seems to us that any such registration system would have to be operable by laymen with no difficulty.

CLAREMONT, HAYNES & CO.

Eastbourne.

This Costs Nonsense

Sir,—The December, 1959, *Law Society's Gazette* sets out in six closely printed pages of prolix verbiage the simplification of litigation costs. The main object is to save the waste of time and public money in taxing undefended legal aid divorce costs, which at present take nearly as much trouble as the actual divorcing. Among civilised solicitors to-day in non-legal aid cases, costs are agreed at a lump sum.

Instead of taking this obvious line, the pundits at whose hands we suffer retain the Gilbertian farce of taxation of detailed items, of which six relate to drawing and taxing a bill (which in fact is printed). No items are allowed "to attending Solicitors' Law to purchase printed copies, paid 3s. for same." Instead, *inter alia*, appear the archaic words "Fos. 8 at 2s. a folio." In addition, they contrive to promulgate three different acceptable precedents of undefended divorce bills. The main difference seems to be that the one for which the State pays must have four columns to secure that the State pays an extra £5 5s. This sum could, of course, have been added in one item to the other bills, but has to be set out in five items in order to justify four columns instead of two.

I, a simple solicitor, have been unable to understand the difference between the other two bills, and must, I suppose, continue to lose money by sending out bills to a costs clerk who, not being a lawyer, may be able to understand. Why do solicitors stand for such wasteful "mumbo-jumbo"?

I am encouraged, however, at the end of the pages of explanation by reading that, if I have difficulty, "The Law Society will, so far as it is reasonably possible, endeavour to resolve these difficulties, in conjunction with the Lord Chancellor's Office, the Chief Taxing Master, the Senior Registrar of the Principal Probate Registry and the Admiralty Registrar."

I took my children to "The Mikado" this Christmas, to see if the Lord High Executioner could join by cutting out things that "never would be missed"!

AMBROSE APPELBE.

London, W.C.2.

Land Charges

Sir,—It is a well known literary fact that even Homer nods at times, but the nodding of the Land Charges Registry has strange results. On behalf of a proposed purchaser of land we sent a search on 30th November against the vendor, John Doe, of White Acre, farmer, and received an official certificate stating that there were no subsisting entries. Under the Land Charges Act, 1925, s. 17 (3), in favour of our client, this certificate was conclusive that there was no land charge registered

We later learned that John Doe at one time during his ownership had farmed Black Acre and we sent a fresh search on 4th December against him as of that address, receiving a certificate that there were no subsisting entries clearly affecting, but the following entry which might or might not relate thereto appeared, and an entry of a land charge, Class C (i), against John Doe, of White Acre, in respect of the land which our client was buying was then disclosed.

According to the subsection mentioned above this certificate would be conclusive that there was a land charge. When is a conclusive search certificate not conclusive?

VIZARD & SON.

Monmouth.

"THE SOLICITORS' JOURNAL," 31st DECEMBER, 1859

ON the 31st December, 1859, THE SOLICITORS' JOURNAL wrote: "Sir Cresswell Cresswell lately took occasion in the case of *Sopwith* v. *Sopwith* to denounce the employment of detectives in such cases. Of late years 'Inquiry Offices' have been struggling hard to arrive at the dignity of an institution in this country; and no doubt the fact that the police used similar means for the detection of criminals has had some influence in preparing toleration for private detectives. If it were not for the circumstance to which we have alluded, a system involving the employment of domestic spies and hired witnesses, whose emoluments more or less depend upon the issue of a cause, would be utterly opposed to English notions of what is just or allowable. In *Sopwith* v. *Sopwith* the Judge Ordinary pointed out the distinction that should be drawn between the employment of police detectives on behalf of the public and professed spies for private purposes. 'The former,' says his lordship, 'were employed under a government establishment; they were responsible to responsible superiors; and they had no pecuniary interest in the results of the occupation they followed beyond the wages they received. They were therefore constantly employed with safety and with benefit to the public. But when a man was a hired discoverer of supposed delinquencies, when the extent of his emoluments depended upon the extent of his employment, and when the extent of his employment depended upon the extent of what he discovered, then he became a most dangerous agent' . . . The public, we have no doubt, will entirely agree with Sir Cresswell Cresswell in the timely expression of opinion upon this growing evil . . ."

Society

The annual general meeting of the LOCAL GOVERNMENT LEGAL SOCIETY was held in London on Saturday, 5th December, 1959. Nearly 100 members of the Society assembled in the House of Lords in the morning to hear a talk given by Mr. T. G. Talbot, Q.C., counsel to the lord chairman of committees, on private legislation. Afterwards, by the invitation of Lord Douglas of Barloch, K.C.M.G., the Society and its guests held its annual luncheon in the Peers' Dining Room in the House of Lords. The chairman of the Society, Mr. R. H. Morton, presided and replied to the toast of the Society, which was proposed by Lord Douglas of Barloch. Mr. W. S. Holliday, vice-chairman, proposed the toast to the guests, to which Sir Sydney Littlewood, president of The Law Society, replied. Other principal guests included Mr. Kenneth Goodacre, T.D., representing the Society of Clerks of the Peace of Counties and of Clerks of County Councils, and Mr. R. M. Franklin, a past president of the Society of Town Clerks. At the annual meeting held at the Middlesex Guildhall in the afternoon, the following officers were elected for the ensuing year: chairman, Mr. W. S. Holliday; vice-chairman, Mr. K. H. Potts; hon. treasurer, Mr. D. E. Almond; and hon. secretary, Mr. J. D. Schooling, T.D. The Society has been approved by the Inland Revenue under s. 16 of the Finance Act, 1958, and the whole of the annual subscription, which is 17s. 6d., can be claimed as an allowance against income tax. Nearly 500 solicitors engaged whole-time in local government are members. Further particulars can be obtained from the hon. secretary.

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Court of Appeal

APPEAL FROM COUNTY COURT: QUESTION OF FACT: CLAIM EXCEEDING £200: FORM OF PLAINT

Leslie *v.* Liverpool Corporation

Lord Evershed, M.R., Sellers and Harman, L.JJ.

25th November, 1959

Appeal from Liverpool County Court.

The plaintiff suffered relatively minor injuries as the result of a road accident in which the motor bicycle which he was riding came into collision with the defendant corporation's motor omnibus. He started proceedings against the defendants in the county court alleging that the accident was due to the negligence of their servant. In his particulars of claim he claimed damages expressly limited to £400. The county court judge dismissed the action, holding that the accident was due to the plaintiff's own negligence. The plaintiff appealed, and on the appeal the question was raised whether, having regard to the terms of s. 12 (2) of the County Courts Act, 1955, an appeal lay on a question of fact to the Court of Appeal. *Cur. adv. vult.*

LORD EVERSHED, M.R., said that in all the circumstances of this case, which included the general nature of the claim (an action for damages for negligence on the part of a bus driver), it seemed to the court that it would not be right to say of the plaintiff that he was not claiming damages, when his proceedings started, exceeding £200, and the court had, therefore, treated it as open to the plaintiff to appeal to the Court of Appeal on matters of fact. But the fact that the question arose and caused some little debate made it desirable that the court should consider whether in cases of this kind a plaintiff should not make it clear from the start whether he was or was not claiming damages more than £200 in extent. In his (his lordship's) judgment the language of s. 12 (2) of the 1955 Act made it clear that the question whether there was or was not a right of appeal depended on the claim which was made and not upon the amount which might later be recovered. In many cases it would be apparent from the language of the particulars of claim whether the amount which the plaintiff claimed did or did not exceed £200. In other cases, however, and more especially in actions founded on tort where the damages were at large, it often might not be so. As a matter of general practice a prayer in particulars of claim should state whether the claim did or did not exceed £200. It was a matter of common county court practice to state in the particulars of claim that the claim did not exceed £400; while there was no good ground for altering that practice, it was not necessary, as a matter of right, that such a limitation should be expressly put into particulars of claim in order that the county court might have jurisdiction.

SELLERS, L.J., delivered a concurring judgment.

HARMAN, L.J., agreed. Appeal allowed.

APPEARANCES: *E. E. Youds* (*Donald A. Kershaw*); *E. Somerset Jones* (*Thomas Aker*, Town Clerk, Liverpool).

[Reported by J. A. GRIFFITHS, Esq., Barrister-at-Law] [1 W.L.R. 1

Chancery Division

ADOPTION: DUTY OF JUSTICES TO HAVE NOTE TAKEN OF EVIDENCE GIVEN AT HEARING: PAPERS TO BE SENT TO JUDGE'S CLERK ON APPEAL

***In re J.S.* (an infant)**

Roxburgh, J. 17th November, 1959

Appeal from Gloucestershire justices sitting at Lawford's Gate.

On 26th August, 1959, a juvenile court heard an application for an adoption order under the Adoption Act, 1958. A woman justice had been given notice to attend but did not do so, and the court consisted of two male justices. The two justices thought it inexpedient to adjourn the case, and decided to hear it without a woman justice pursuant to r. 12 (3) of the Juvenile Court (Constitution) Rules, 1954. Some oral evidence was given but no note of it was taken. The justices dismissed the application. The applicants, being desirous of appealing, applied to the clerk to the justices for (1) a copy of the justices' reasons for dismissing the application; (2) a copy of the notes of evidence taken at the hearing; (3) copies of the reports of the guardian ad litem and the local welfare officer; and (4) the names of the justices. The clerk replied, giving the names of the justices; he refused to supply copies of the reports on the ground that they were confidential reports for the use of the court, and said that no note of the evidence had been taken. Subsequently, he supplied a copy of the justices' reasons. No evidence was given why the woman justice did not attend.

ROXBURGH, J., said that before justices could exercise the powers conferred upon them under r. 12 (3) they had to be satisfied that the absence of any woman was owing to circumstances unforeseen when the justices to sit were chosen. There was no evidence about that, and, therefore, the condition precedent which had to be fulfilled before the justices were given the option to say it was inexpedient that there should be an adjournment was not fulfilled and the proceedings were null and void. The parties had no right to see the confidential reports except in so far as the justices or judge thought fit to disclose them. On the other hand, it must be the duty of the justices, in the case of an appeal, to forward the reports to the judge's clerk. As the evidence, if any, given at the hearing was material on which the justices acted, it was essential that they should have had a note made of the evidence in order that the appellate court should have before it the whole of the material upon which they acted. There was no rule which required that a note should be taken. It was plain from r. 33 of the Adoption (Juvenile Court) Rules, 1959, that there was no difference between proceedings on complaint and proceedings under this Act. There was no rule that on a complaint a note of the evidence should be taken; but, during the years in which he had exercised jurisdiction in appeals under the Guardianship of Infants Acts, he had never met a case where a note was not made and supplied to him. In proceedings for certiorari evidence of what happened in the inferior court could be given by affidavit of the clerk (*R.* v. *Liverpool Justices; ex parte W.* [1959] 1 W.L.R. 149); but these proceedings were not for certiorari. They were appeals governed by a different set of rules; and, in his judgment, it would be a disaster if a practice were to be introduced under which a clerk was not bound to keep any note of the evidence but could make an affidavit as to what evidence was given. He would not deem such an affidavit sufficient evidence under R.S.C., Ord. 59, r. 35 (*c*). Before

he could give the preliminary appointment referred to in R.S.C., Ord. 55A, it was necessary for the justices to supply to his clerk a note of the evidence, if any, a statement of the justices' reasons for the decision and the reports. The normal method of supplying everything but the reports was by the appellants' solicitors sending the documents to his clerk. He did not mean to alter that but, so far as the reports were concerned, they should be transmitted direct to the judge's clerk. He must order a new trial on two grounds. One was that the court was not properly constituted; and the other was that there was no note of the evidence.

APPEARANCES: *R. C. Thompson* (*Rider, Heaton, Meredith & Mills*, for *Bobbett Bros.*, Bristol); *S. R. Benson* (*Ridsdale & Sons*, for *Latchams & Montague*, Chipping Sodbury); *T. A. C. Burgess* (*Field, Roscoe & Co.*, for *Guy H. Davis*, Gloucester).

[Reported by Miss V. A. Moxon, Barrister-at-Law] **[1 W.L.R. 1218**

SERVICE OF NOTICE TO DETERMINE TENANCY OF COMPANY: LETTER CONTAINING NOTICE SENT TO OLD ADDRESS AND REDIRECTED: WHETHER VALID SERVICE

Stylo Shoes, Ltd. *v.* Prices Tailors, Ltd.

Wynn Parry, J. 20th November, 1959

Adjourned summons.

A company incorporated under the Companies Act, 1929, were the tenants of business premises in Manchester for a term of twenty-one years from 1st November, 1938. At the date of the lease the tenants' registered office and principal place of business were in Huddersfield, but on 2nd February, 1957, they transferred them to Leeds, at the same time sending notice of the change to their customers and to the landlords of the Manchester premises. They also instructed the Huddersfield postmaster to redirect all their correspondence to the Leeds address. On 25th November, 1958, the landlords sent to the tenants at the Huddersfield address a registered letter in which was enclosed a notice under s. 25 of the Landlord and Tenant Act, 1954, to determine the tenancy on 2nd December, 1958, which letter was received by the tenants at their Leeds address after it had been redirected by the Huddersfield postmaster. The tenants took out a summons for a declaration that the landlords' notice of 25th November, 1958, having been sent through the post in a registered letter to their secretary at a place not being their principal office nor their last known place of abode nor their registered office, was not duly served on them pursuant to s. 66 (4) of the Landlord and Tenant Act, 1954, and s. 23 (1) of the Landlord and Tenant Act, 1927.

WYNN PARRY, J., said that the tenants were not a "statutory company" within s. 23 (1) of the Landlord and Tenant Act, 1927, but the word 'person" was wide enough to include a company incorporated under the Companies Acts, which was intended to have the benefits conferred and be subject to the obligations imposed by the Act: s. 23, therefore, applied. Following the reasoning in *Sharpley* v. *Manby* [1942] 1 K.B. 217, his lordship interpreted s. 23 (1), so far as the second mode of service set out (leaving the notice at the person's last known place of abode) was concerned, as being satisfied if the ordinary post was used, and, if that was done and the letter was delivered to and received by the person to whom the notice was to be given, its requirements had been complied with. "Place of abode" was equivalent to "place of business"; the letter was in fact left at the tenant's last known place of abode, and the failure to specify the correct address was not fatal to the landlords. The whole purpose of the section was to see that a notice was given and received. Further, applying *Tennant* v. *London County Council* (1957), 55 L.G.R. 421, his lordship felt constrained to construe s. 23 (1) so far as mode of service was concerned as permissive. The requirement that the notice be in writing was imperative but there was nothing to qualify the nature of the verb "may," and the modes of service set out were not exhaustive. It therefore was sufficient if the notice was sent to and received by the tenants; that in fact happened and it mattered not if the method was outside the section: what did happen achieved the clear intention of the Legislature that the notice should be received by the person intended to receive it. The summons would be dismissed. Order accordingly.

APPEARANCES: *A. E. Holdsworth* (*Ward Bowie & Co.*, for *Joseph Wurzal & Co.*, Leeds); *J. T. Plume* (*Simmons & Simmons*).

[Reported by Miss J. F. LAMB, Barrister-at-Law] **[2 W.L.R. 8**

Queen's Bench Division

SALE OF GOODS: IMPLIED TERM: SALE OF TOY TO CHILD: NOT OF MERCHANTABLE QUALITY

Godley *v.* Perry

Burton & Sons (Bermondsey), Ltd. (Third Party) Graham (Fourth Party)

Edmund Davies, J. 25th November, 1959

Action.

A boy of six was injured when properly firing a stone from a toy plastic catapult which he had bought from a retail shop. The catapult fractured just below the point where the handle joined the fork and either a piece of the broken catapult or the stone entered the boy's eye, so rupturing it that it had to be removed. Subsequent examination showed that the catapult was made of a cheap brittle material and was indifferently moulded, containing internal voids. It was one of a small quantity bought by the retailer's wife from a wholesaler. Before ordering, she had tested a sample by pulling back the elastic, and had similarly tested each catapult before displaying them in her shop window. The same test of a sample catapult had been made by the wholesaler before he placed an order with the importer of the catapult from Hong Kong, where they were manufactured. In an action for damages against the retailer, the infant plaintiff claimed that in buying the catapult he had relied on the retailer's skill and judgment and had bought the catapult by description, and that in breach of the conditions contained in s. 14 (1) and (2) of the Sale of Goods Act, 1893, the catapult was not fit for the purpose for which it was designed, or of merchantable quality. The retailer, who denied liability, brought in the wholesaler as third party, who likewise brought in the importer as fourth party, the retailer and the wholesaler claiming respectively that the sales to them were sales by description or by sample, and alleging breaches of s. 14 (1) and 15 (2) (*c*) of the Act. The importer denied liability, and contended that if the sale by him to the wholesaler was a sale by sample, any defect in the catapult was obvious on reasonable examination.

EDMUND DAVIES, J., said that the accident should never have happened and could not have happened had the catapult been reasonably suitable for its designed use. On the evidence he concluded that this was a most dangerous toy to be released on the market. As a result the infant plaintiff had been grievously injured and was entitled, subject to liability, to agreed damages of £2,500. On the issue of liability the infant plaintiff was entitled to succeed against the defendant under s. 14 (1) and (2) of the 1893 Act. It was established beyond all doubt that the catapult was not "reasonably fit for such purpose" as it was designed for and was not "of merchantable quality." When the customer was of extremely tender years an inference of reliance on the retailer's skill and judgment readily and properly arose and a sale over the counter of "a catapult" was a sale by description. As to the defendant's claim to be indemnified by the third party and the latter's

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SURREY (*continued*)

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Hassocks and Mid-Sussex.—AYLING & STRUDWICK, Chartered Surveyors. Tel. Hassocks 882/3.

Hastings, St. Leonards and East Sussex.—DYER & OVERTON (H. B. Dyer, D.S.O., F.R.I.C.S., F.A.I.; F. R. Hynard, A.R.I.C.S.), Consultant Chartered Surveyors. Estd. 1892. 6-7 Havelock Road, Hastings. Tel. 5661/2.

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Horsham.—KING & CHASEMORE, Chartered Surveyors, Auctioneers, Valuers, Land and Estate Agents. Tel. Horsham 3355 (3 lines).

claim over against the fourth party, on the facts the respective sales by the third party to the defendant's wife and by the fourth party to the third party were sales by sample and therefore subject to the implied condition in s. 15 (2) (*c*) that the goods sold would be free from any defect rendering them unmerchantable which would not be apparent on reasonable examination of the sample. The examination required by the Act was "reasonable" and not "practicable" and the tests applied by the defendant's wife and the third party were all that could be expected of any potential customer. The observations of Lord Macnaghten in *Drummond & Sons* v. *E. H. Van Ingen & Co.* (1887), 12 App. Cas. 284, at p. 296, as to sales by sample between a manufacturer and a person dealing with him applied *mutatis mutandis* to deals between one wholesaler and another. A sample could not be treated as saying more than such a sample would tell a merchant of the class to which the buyer belonged and appealing to it in the ordinary way. In matters exclusively within the proviso of the manufacturer the merchant relied on the manufacturer's skill and did so all the more readily when he had had the benefit of that skill before. Applying that passage to the present case, his lordship held that the defect which was undoubtedly present in the catapult and which rendered it unmerchantable was not apparent on reasonable examination of the samples shown by the third party's traveller to the defendant's wife and by the traveller for the fourth party to the third party. The third and fourth parties were accordingly each in breach of s. 15 (2) (*c*). There must be judgment for the plaintiff against the defendant for £2,500; judgment for the defendant against the third party for £2,500; and judgment for the third party against the fourth party for the like amount.

APPEARANCES: *Donald Farquharson* (*Shaen, Roscoe & Co.*); *Robin Dunn* (*Bartlett & Gregory*, Bromley); *Michael Eastham* (*Harveys*, Lewisham); *Nigel Bridge* (*Guyer & Co.*).

[Reported by Mrs. E. M. WELLWOOD, Barrister-at-Law] **[1 W.L.R. 9**

Probate, Divorce and Admiralty Division

HUSBAND AND WIFE: MAINTENANCE: JUSTICES: EARLIEST DATE FROM WHICH REVOCATION OF ORDER CAN TAKE EFFECT

Fildes (formerly Simkin) *v.* Simkin

Lord Merriman, P., and Phillimore, J. 6th October, 1959

Appeal from Bolton justices.

A husband, whose wife had obtained a maintenance order under the Summary Jurisdiction (Married Women) Act, 1895, continued to make payments under the order to an officer of the court, after the wife had obtained a decree absolute of divorce and had, unknown to the husband, remarried. The wife ceased to collect any money from the officer of the court after the date of her remarriage. After about £219 had accumulated in the hands of the collecting officer, he learned of the divorce and of the wife's remarriage. He thereupon paid out to the wife the sum of £78, the amount paid in for the period up to the date of her remarriage, but retained the balance of £141, the sum paid in for the period after the remarriage. The husband made a complaint to the justices that the order be revoked as from the date of the remarriage. The justices made an order in the terms asked for by the husband, the effect of which was that the sum of £141 would have been repayable to him. The wife appealed.

LORD MERRIMAN, P., said that the question raised by the appeal was whether the magistrates had power to discharge the wife's maintenance order with retrospective effect from the date of the wife's remarriage. He knew of no authority enabling a magistrates' court to ante-date an order earlier than the date of the complaint applying for the order. There was, in the Summary Jurisdiction (Married Women) Act, 1895, no indication that an order under that Act could be made to operate retrospectively from the date when the matter complained of first arose. On the contrary, it was plain that any such order was prospective. It was unheard of to say that because a husband deserted his wife, say, on 1st January, an order made on 1st January of the succeeding year could be dated back to the date of the desertion. The appeal would therefore be allowed to the extent that the order for revocation had been ante-dated to the date of the wife's remarriage.

PHILLIMORE, J., agreeing that the appeal should be allowed to the extent indicated by Lord Merriman, P., said that s. 76 of the Magistrates' Courts Act, 1952, conferred on magistrates power to remit the whole or any part of the sum due under an order made under the Summary Jurisdiction (Married Women) Act, 1895. That section, however, conferred a power as from the date of the complaint applying for remission, to remit any sum then due but unpaid; it did not confer any power to remit sums which had in fact been paid.

APPEARANCES: *J. G. K. Sheldon* (*Woodcock, Ryland & Co.*, for *Russell & Russell*, Bolton).

[Reported by D. R. ELLISON, Esq., Barrister-at-Law] **[2 W.L.R. 1**

REVIEWS

Compensation and the Town and Country Planning Act, 1959. By F. V. CORFIELD, of the Middle Temple, Barrister-at-Law. pp. xlviii and (with Index) 451. 1959. London: The Solicitors' Law Stationery Society, Ltd. £3 17s. 6d. net.

At the head of his preface to this important new book the author quotes an extract from the debates on the Bill which subsequently became the Town and Country Planning Act, 1959, in which a member of the House of Lords is reported to have said: "So far as I am concerned, this Bill might as well be printed in Chinese; I simply do not know what it means."

The author is well qualified to translate the Act into understandable English, for it was he who, aware of the serious injustices being inflicted by the provisions of the Town and Country Planning Acts, 1947 and 1954, placing a ceiling on the amount of compensation payable in many cases for the compulsory acquisition of land, introduced into the House of Commons the Compensation (Acquisition and Planning) Bill which spurred the Government on to produce their own Bill, now the 1959 Act. Moreover, he was a member of the Standing Committee of the House of Commons which considered the Government's Bill.

This is the first major work on the subject since the passing of the Act. Sometimes the first book on an Act of Parliament is disappointing, consisting of little more than a print of the Act with notes giving various cross-references. No such description would be further from the truth in the case of Captain Corfield's book. It is divided into two parts. The first part contains a lucid description of the development of the law governing compensation on compulsory acquisition, the relevant provisions of the 1947 and 1954 Acts—incidentally dealing also with the provisions of these Acts, unaffected by the new Act, relating to compensation for planning restrictions—the provisions of the Housing Acts for compensation under those Acts, and a general statement of the effect of the new Act. The second part contains a copiously annotated copy of the new Act and is completed with appendices containing a few relevant statutory provisions and statutory instruments. Each section of the Act is followed by a general note giving its background and object, with subsequent notes on particular words and phrases appearing in it. It is perhaps important to emphasise that, though the main title on the dust jacket reads "Corfield on Compensation,"

the book deals fully with all parts of the Act, including those relating to dealings in land by local authorities and administrative procedures, and not just with the compensation part.

Throughout the author has taken particular trouble to explain the underlying reasons for provisions and has for this purpose made use of extracts from the Uthwatt and Franks Committees' reports and from the parliamentary debates on the Bill. It is always helpful to know what Parliament intended, though, as every reader will know, this is not always the result of their efforts. For instance there is a small absurdity in s. 37 of the Act, which has perhaps escaped the notice of the author as well as of Parliament, where the section requires an agricultural tenant who applies for planning permission to certify that he has served notice of the application on himself, and the local planning authority to wait twenty-one days before determining the application in case he should make any representation about it! But the author's membership of the Standing Committee does not saddle him with responsibility for the Act, and indeed he is forthright in his criticisms where the Act has apparent shortcomings.

It is obvious from the wealth of practical advice given that the author has for many months, both on his own Bill and the Government's Bill, been grappling with the practical problems which face the advisers of landowners and acquiring authorities and is therefore well qualified to help them. In this book he has succeeded not only in clearly setting out the development of the law and the why and wherefore of the various changes but also in explaining the object of the new provisions and interpreting them as they appear in the Act. In short, he has amply succeeded in his translation of the Chinese puzzle into plain English. The book is complete with a good index to help the reader in his search for the answers to his problems.

Government, Law and Courts in the Soviet Union and Eastern Europe. Volumes 1 and 2. General Editors: VLADIMIR GSOVSKI and KAZIMIERZ GRZYBOWSKI. pp. xxxii and xv and (with Index) 2067. 1959. London: Stevens & Sons, Ltd.; The Hague: Mouton & Co. N.V. £8 8s. net.

These two volumes paint a complete picture of the legal systems of Eastern Europe and their transformation since the last war. The authors, experts in the law of Soviet Russia, review the origin of the Communist regime and examine within each country the administration of justice, the judicial procedure, criminal law, the sovietisation of civil law, industrial relations, and the systems of socialised agriculture. All these facets of the legal systems of, amongst others, the Soviet Union, Albania, Bulgaria, Czechoslovakia, Hungary, Poland, Rumania, Yugoslavia, are given due consideration as are all the latest developments in the Soviet Union, including the changes in the Soviet criminal code of December, 1958.

The Lawyer's Companion and Diary, 1960. By W. H. REDMAN, M.B.E., and LESLIE C. E. TURNER. pp. iv and (with Index) 2155. 1959. London: Stevens & Sons, Ltd.; Shaw & Sons, Ltd. Day to a page edition, £1 10s. net; week at an opening, £1 5s. net.

This book is extensively used as a telephone directory of the legal profession. At a glance one can readily obtain the address and telephone number of a solicitor or barrister-at-law in either the country or London. The scope of the book does not stop there, either, for there is an international section of lawyers' whereabouts, and a directory of auctioneers, estate agents and valuers, as well as a wide selection of useful information such as legal costs, fees, rates of tax and duty, and forms of oath.

POINTS IN PRACTICE

Questions, which can only be accepted from practising solicitors who are subscribers either directly or through a newsagent, should be addressed to the "Points in Practice" Department, The Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, London, E.C.4. They should be brief, typewritten in duplicate, and accompanied by the name and address of the sender on a separate sheet, together with a stamped addressed envelope. Responsibility cannot be accepted for the return of documents submitted, and no undertaking can be given to reply by any particular date or at all

Landlord and Tenant—DETERMINATION OF TENANCY—ON WHOM NOTICE TO QUIT SHOULD BE SERVED

Q. A lady was granted a weekly tenancy in January, 1958, at a rent of £1 per week. The house has a rateable value under £30. The agreement made provision for determination on any Monday by one week's notice in writing. The lady has died. She lived in the house with her brother who wishes to continue in occupation. The landlords require possession. It would appear that its being a new tenancy despite the rateable value, the property is decontrolled. The tenant had little means. It is difficult to obtain information but it would appear that no one will be proving any will or taking out the grant of letters of administration. The only occupant in the house is the deceased tenant's brother. On whom should the notice to quit be served? Can it be served on the brother as occupant and left at the property in the absence of no known personal representative so as to form the foundation for county court proceedings?

A. If after a tenant's death some other person takes possession of the premises a notice to quit to such other person will be good unless it is shown that probate or letters of administration had been granted, before the date of the service, to another. See Foa on Landlord and Tenant, 8th ed., p. 608, and *Egerton* v. *Rutter* [1951] 1 T.L.R. 58. In our view, therefore, notice to quit should be served on the brother.

Easement—BUILDING DEMOLISHED BY LOCAL AUTHORITY—DAMAGE TO ADJOINING BUILDING—RECOVERY OF COST OF REPAIRS FROM LOCAL AUTHORITY

Q. Our client owns a house in a terrace next to one which has been pulled down by the local authority under a demolition order. Slight damage has been caused to our client's roof and he has been obliged to repair this and to rebuild the whole of the chimney which served his house and the one demolished. The expense of repairing the roof was due solely to the demolition of the house next door, but the rebuilding of the chimney was due partly to lack of repair and partly to the demolition. Can our client recover the cost of repairs to the roof and/or a proportion of the cost of repairing the chimney, and, in each case, can he recover from the owner of the property, the local authority, or both? The actual demolition work was done by an independent firm employed by the local authority.

A. In our opinion the client can recover the cost of repairing the roof and possibly a contribution to the cost of rebuilding the chimney (assuming that the facts can be established) from the local authority who are responsible for the demolition and the acts of their independent contractor in a case such as this: *Bond* v. *Nottingham Corporation* [1940] 2 All E.R. 12, and *Gray* v. *Pulien* (1864), 5 B. & S. 970. The local authority will have a right to recover any sum that they have to pay from the owner of the demolished property.

SOLICITORS TO TALK ABOUT THEIR WORK

Several solicitors in different types of practice will be heard talking about their work on the B.B.C.'s Network 3 from 7.30 p.m. to 7.45 p.m., on Monday, 11th January, 1960. The programme, entitled "Choosing a Job," is of particular interest to solicitors and those contemplating entering the profession.

INQUIRY INTO AFFAIRS OF COMPANY: REPORT

The Report of the inspectors appointed by the Board of Trade in April, 1957, pursuant to s. 164 of the Companies Act, 1948, to investigate the affairs of Hide & Co., Ltd., was published recently (H.M.S.O., price 3s.).

"THE SOLICITORS' JOURNAL"

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Worthing.—PATCHING & CO., Est. over a century. Tel. 5000. 5 Chapel Road.

Worthing.—JOHN D. SYMONDS & CO., Chartered Surveyors, Revenue Buildings, Chapel Road. Tel. Worthing 623/4.

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Sutton Coldfield.—QUANTRILL SMITH & CO., 4 and 6 High Street. Tel. SUT 4481 (5 lines).

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Windermere.—PROCTER & BIRKBECK (Est. 1841), Auctioneers, Lake Road. Tel. 688.

WILTSHIRE

Bath and District and Surrounding Counties.—COWARD, JAMES & CO., incorporating FORTT, HATT & BILLINGS (Est. 1903), Surveyors, Auctioneers and Estate Agents. Special Probate Department. New Bond Street Chambers, 14 New Bond Street, Bath. Tel. Bath 3150, 3584, 4268 and 61360.

Marlborough Area (Wilts, Berks and Hants Borders).—JOHN GERMAN & SON (Est. 1840), Land Agents, Surveyors, Auctioneers and Valuers, Estate Offices, Ramsbury, Nr. Marlborough. Tel. Ramsbury 361/2. And at Ashby-de-la-Zouch, Burton-on-Trent and Derby.

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Leeds.—SPENCER, SON & GILPIN, Chartered Surveyors, 2 Wormald Row, Leeds, 2. Tel. 3-0171/2.

Scarborough.—EDWARD HARLAND & SONS, 4 Aberdeen Walk, Scarborough Tel. 834.

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Swansea.—E. NOEL HUSBANDS, F.A.I., 139 Walter Road. Tel. 57801.

Swansea.—ASTLEY SAMUEL, LEEDER & SON (Est. 1863), Chartered Surveyors, Estate Agents and Auctioneers, 49 Mansel Street, Swansea. Tel. 55891 (4 lines).

NORTH WALES

Denbighshire and Flintshire.—HARPER WEBB & CO., (incorporating W. H. Nightingale & Son), Chartered Surveyors, 35 White Friars, Chester. Tel. 20685.

Wrexham, North Wales and Border Counties.—A. KENT JONES & CO., F.A.I., Chartered Auctioneers and Estate Agents, Surveyors and Valuers. The Estate Offices, 43 Regent Street, Wrexham. Tel. 3483/4.

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PUBLIC NOTICES

MIDDLESEX COUNTY COUNCIL

ASSISTANT SOLICITOR required on N.J.C. Grade for Assistant Solicitors (£835–£1,165 plus London Weighting). Commencing salary may depend on qualifications and experience since admission. Pensionable, subject to medical assessment. Prescribed conditions. 5-day week. Applications, with names of 2 referees, to the Clerk of the County Council (ref. C), Middlesex Guildhall, Parliament Square, S.W.1, by 11th January, 1960. (Quote B. 561 S.J.).

COUNTY OF KENT

APPOINTMENT OF ASSISTANT SOLICITOR

The Kent County Council invites applications for the above-mentioned appointment. The duties of the post will include legal and administrative work of a varied nature. The salary will not exceed Grade A.P.T. V (£1,220–£1,375), commencing salary according to ability and experience. Applications, stating age, education, date of admission, particulars of present and previous appointments and general experience, and giving the names of two referees, should reach the Clerk of the County Council, County Hall, Maidstone, not later than the 30th January, 1960.

COUNTY BOROUGH OF EAST HAM

ASSISTANT SOLICITOR

Persons awaiting admission will be considered. Post affords opportunity to gain good all-round legal and administrative experience. Salary within scale £835–£1,165 (plus London Weighting).

Further details and application form returnable by 20th January, 1960, from Town Clerk, Town Hall, East Ham, E.6.

CITY OF SALFORD

CONVEYANCING CLERK

Applications are invited for the position of conveyancing clerk (unadmitted). Previous municipal experience is not essential. Salary according to experience and qualifications within the scale of £880–£1,065. The appointment is superannuable and subject to a satisfactory medical examination.

Applications with the names of two referees, should be delivered to the undersigned not later than 15th January, 1960.

R. RIBBLESDALE THORNTON,
Town Clerk.

THE ROYAL BOROUGH OF KENSINGTON

JUNIOR ASSISTANT SOLICITOR required. Salary within scale £855–£1,250 p.a., according to experience. Applicants must be competent advocates but previous local government experience not essential. Appointment superannuable, subject to medical examination and one month's notice to terminate. Applications stating age, qualifications with dates, experience, etc., with names of two referees to reach Town Clerk, Town Hall, Kensington, W.8., by 11th January, 1960.

LONDON COUNTY COUNCIL

L.C.C. invites applications for ASSISTANT SOLICITORS. £930–£965–£1,000–£1,040–£1,080–£1,135, commencing according to qualifications and experience. Good opportunities for promotion to scale £1,080–£1,135–£1,185–£1,240–£1,295–£1,355 on merit. Superannuation scheme. Details and application form returnable by 18th January, from Solicitor (Assistant Solicitor), County Hall, London, S.E.1. (2882).

BOROUGH OF TOTTENHAM

DEPARTMENT OF THE TOWN CLERK

SECOND ASSISTANT SOLICITOR

Applications are invited from solicitors for appointment to established post of Second Assistant Solicitor.

Salary in accordance with Grade APT IV, viz., £1,065 to £1,220 plus appropriate London Weighting, and appointment subject to National Scheme of Conditions of Service for Local Authorities' Administrative, Professional, Technical and Clerical Services.

Conditions of appointment and further details from undersigned. Closing date 13th January, 1960.

M. LINDSAY TAYLOR,
Town Clerk.

Town Hall,
Tottenham,
London, N.15.

CITY OF BIRMINGHAM

ASSISTANT SOLICITOR

Applications are invited for the appointment of Assistant Solicitor, salary scale B (£1,305–£1,485 per annum). Candidates must have good conveyancing and general legal experience but local government experience is not essential. The solicitor appointed will be engaged in the first place on conveyancing and other general legal work in the Town Clerk's Office but may be deputed from time to time for agreed periods to undertake work at the Law Courts in connection with police prosecutions.

Post pensionable. Medical examination.

Applications, accompanied by copies of not more than three testimonials, should be delivered to me by 22nd January, 1960. Canvassing disqualifies.

J. F. GREGG,
Town Clerk.

Council House,
Birmingham, 1.
December, 1959.

BOROUGH OF KEIGHLEY

ASSISTANT SOLICITOR

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The Commission is a Commonwealth organisation incorporated by Royal Charter, and the legal work is of a varied nature arising from the Commission's activities in Commonwealth and foreign countries all over the world. Experience in the field of common law and contracts and experience and/or knowledge of legal procedures overseas, would be an advantage. Forces service desirable. The Senior Legal Assistant will be responsible to the Commission's Legal Adviser and Solicitor.

The Commission's contributory superannuation scheme has facilities for transfer from governmental and certain public employment.

Applications with full details should be forwarded to: Appointments Officer "H," Imperial War Graves Commission, Wooburn House, Wooburn Green, High Wycombe, Bucks, so as to arrive not later than 31st January, 1960.

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JUNIOR LAW CLERKS required in Chief Solicitor's Department, British Transport Commission, 21A John Street, W.C.1; 18 to 25 years of age, with some experience of conveyancing or litigation work. Commencing salary on age scale. Good prospects of promotion. Special rail travel and privileges.

Write with full particulars to Chief Solicitor, British Transport Commission, 21A John Street, London, W.C.1.

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Applications are invited for this appointment from solicitors with experience in conveyancing. A knowledge of advocacy desirable. Salary on Special Classes Grade (£835–£1,165); commencing salary according to ability and experience.

Applications, with the names of two referees, to be forwarded to the Town Clerk, Guildhall, York, on or before 16th January, 1960.

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Classified Advertisements

continued from p. xviii

APPOINTMENTS VACANT

WEST MIDLANDS.—Old-established (but up-to-date) firm requires ambitious Assistant Solicitor with a view to ultimate partnership. Very good prospects for man of industry, highest integrity and more than average ability.—Box 6234, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

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CASHIER required by West End Solicitors to take sole charge of Accounts Dept. Must have complete knowledge of Solicitors Accounts and Mortgage and Rent Collections. A Fidelity Bond will be required. 5-day week.—Box 6236, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CONVEYANCER required by West End Solicitors admitted or unadmitted. Must be able to work entirely without supervision and be capable of handling quantity of work at speed. 5-day week. Excellent prospects.—Box 6237, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

OLD-ESTABLISHED City firm require Assistant Solicitor to help primarily with company and commercial work. Aged under 30. Public school essential. Good salary and excellent prospects of partnership.—Box 6238, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOLICITOR'S MANAGING CLERK.—Messrs. John Taylor & Co., Royal Insurance Building, 2 Barton Square, Manchester, 2, will have a vacancy in February, 1960, for a Litigation Managing Clerk. Salary £900 to £1,200 according to ability.

Candidates should apply in writing in the first instance stating their age and experience. Letters should be marked for the attention of Mr. Bunting.

KINGSTON-ON-THAMES Solicitors require young Solicitor. Good salary and prospects.—Please write with particulars to Sherrard & Sons, 83 Clarence Street, Kingston-on-Thames.

COSTS clerk required by West End firm with expanding and busy general practice. Opportunity for experienced man to start new department who would also be willing to assist in general duties until fully employed on own account.—Box 6203, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

PROBATE Trusts Clerk required by West End Solicitors. Knowledge of company work an advantage. Experience and ability essential as progressive post. No Sats.—Box 5789, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOUTH HANTS.—Qualified man required for busy office in town near sea. Conveyancing, probate and opportunity to undertake advocacy. Good prospects for right man. Salary by arrangement.—Box 6241, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CONVEYANCING Managing Clerk, unadmitted, required by progressive West End firm. Must possess substantial experience, initiative and ability in all branches of conveyancing to warrant high-bracket salary.—Box 5966, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CONVEYANCING Clerk required by West End Solicitors. Excellent prospects for advancement. 5-day week. Salary commensurate with experience.—Box 5788, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

LEADING City Solicitors require SOLICITOR for commercial and company work. Pension scheme, luncheon vouchers.—Write with details of experience, age and salary required to Box 318, Reynell's, 44 Chancery Lane, W.C.2.

LAW PUBLISHERS IN LONDON have a vacancy for full-time work for a Lawyer with a genuine interest in publishing. Pension Scheme.—Full particulars to Box 6239, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

UNADMITTED man required for busy office in Hampshire coastal town. Experienced in conveyancing. Good salary and prospects. Salary by arrangement.—Box 6242, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

MIDLANDS.—Managing Clerk required with experience in Probate and Conveyancing; male or female. A permanent pensionable position, own room and secretary, attractive salary. Help given over housing and general removal expenses.—Box 6198, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

OXFORD.—Young solicitor required to assist conveyancing partner. Excellent opportunity to obtain experience in all types of conveyancing work. Some supervision can be given if required. No Saturdays. Commencing salary £650–£700 according to experience. Would suit a newly qualified solicitor.—Box 6243, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOLICITOR with experience of Company Law as well as general practice required as Assistant in medium-sized provincial firm. Salary commencing at £1,250 (or according to experience) with prospects in case of suitable applicant.—Write Box 6244, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOLICITOR required by London firm to take charge of their office in S.W. London. Present Managing Solicitor has just joined the partnership. Ability is the capital required.—Write Box S.J.569, c/o 191 Gresham House, E.C.2.

LITIGATION.—Required by well-known firm in Lincoln's Inn, assistant managing clerk with good experience in all divisions; capable of handling matters with some supervision and to progressively take over matters; pension scheme (non-contributory) for right man.—Particulars to Box 6233, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

LITIGATION.—Required by Lincoln's Inn firm, outdoor clerk (junior) able to perform usual duties in all divisions; scope for advancement; pension scheme available; write with full particulars.—Box 6232, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

LINCOLN'S INN firm requires young and ambitious Solicitor for litigation and some conveyancing. Please state age, education, experience and salary required. Prospects of partnership and succession.—Box 6136, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

COMPETENT Conveyancing Managing Clerk admitted or unadmitted, required for Wimbledon firm. Please state age and experience. Minimum salary £1,000 per annum.—Box 6135, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

JUNIOR litigation clerk required West End solicitors. Chiefly outdoor work. £11 per week.—Box 6170, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CONVEYANCING AND PROBATE Assistant (admitted or unadmitted) required. Please state experience and salary required.—CHARLES & CO., 54A Woodgrange Road, Forest Gate, London, E.7. MARyland 6167.

REIGATE-SURREY.—Old-established firm require immediately Managing Clerk for Conveyancing and Probate; please write stating age, qualifications, experience and salary required.—Box 6207, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

BEDFORDSHIRE Solicitors with considerable conveyancing practice require solicitor with some practical experience. Good prospects and generous salary according to experience.—Box 6212, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

LIVERPOOL Solicitor requires immediately, able and experienced Common Law Clerk to assist with substantial volume of High Court and County Court litigation.—Box 6219, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

REIGATE-SURREY.—Old-established firm require immediately Assistant Solicitor for general work but principally Conveyancing and Probate; please write stating age, qualifications, experience and salary required.—Box 6208, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

PARTNER required by rapidly expanding West End firm. Must have extensive experience in all branches of litigation. Share producing approximately £3,000 p.a. Capital required.—Box 6220, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

WEST END Solicitors require Litigation Managing Clerk. (Admitted or unadmitted). Must have extensive experience and be capable of working without supervision. Good salary and prospects.—Box 6221, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CHELTENHAM. Assistant Solicitor (public school) wanted for old-established practice. Must be willing to undertake advocacy and used to acting without supervision. Commencing salary £1,000; prospects of partnership.—State age and experience to Box 6222, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

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LOCUM.—Widely experienced Solicitor available short notice (not London). Conveyancing, probate, company.—Box 6240, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

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★ Classified Advertisements ★

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APPOINTMENTS WANTED—*continued*

LEGAL SECRETARY available for temporary work any period.—Phone MOU 5260 evenings.

CAMBRIDGE Scholar, Old Haileyburian, requires employment Solicitor's Office, London, till September.—Box 6246, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

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